

PLEASE TAKE FURTHER NOTICE that pursuant to the Bid Procedures Order, FG has established procedures for the assumption and assignment of certain executory contracts (collectively, the “Executory Contracts”) to a potential purchaser and the determination of related Cure Costs (as defined herein). FG is party to numerous Executory Contracts and, in accordance with the Bid Procedures Order, hereby file this notice identifying (i) the Contracts which may be assumed and assigned to a Successful Bidder in connection with the sale (such Contracts, the “Assumed Contracts”) and (ii) the proposed amounts, if any, FG believes are owed to the counterparty to the Assumed Contracts to cure any defaults or arrears existing under the Assumed Contract (the “Cure Costs”) both as set forth on **Exhibit 1** attached hereto.

PLEASE TAKE FURTHER NOTICE that the hearing to approve the sale of the West Lorain Assets (the “Sale Hearing”) will take place before the Honorable Alan M. Koschik, United States Bankruptcy Judge, United States Bankruptcy Court, Northern District of Ohio, 260 U.S. Courthouse, 2 South Main Street, Akron, Ohio 44308 on **January 25, 2019 at 10:00 a.m. (Eastern Time)**. A summary of relevant dates and deadlines is below:

Deadline to File Notice of Assumption and Assignment and Schedule of Proposed Cure Costs, If Any	December 20, 2018
Deadline to Serve Sale Hearing Notice	December 20, 2018
Bid Deadline	January 9, 2019 (at 5:00 p.m.)
Deadline to Notify Qualified Bidders	January 10, 2019 (at 5:00 p.m.)
Auction (if required)	January 15, 2019 (at 9:00 a.m.)
Deadline to Publish Notice of Auction Results	January 16, 2019
Deadline to Object to Sale Transaction	January 18, 2019 (at 4:00 p.m.)
Assumption and Assignment Objection Deadline	January 18, 2019 (at 4:00 p.m.)
Sale Hearing	January 25, 2019 (at 10:00 a.m.)

PLEASE TAKE FURTHER NOTICE that the listing of Assumed Contracts on **Exhibit 1** does not constitute an admission that the agreement is an executory contract as contemplated by section 365(a) of the Bankruptcy Code or that FG has any liability thereunder, and FG expressly reserves all of their rights, claims, causes of action, and defenses with respect to the Assumed Contracts on **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that any objections to the assumption and assignment of any Assumed Contract identified in this notice (except with respect to the adequate assurance of future performance by any successful bidder) must be (i) in writing, (ii) comply with the Bankruptcy Rules, (iii) filed with the Bankruptcy Court and (iv) be served, so as to be actually received by (a) FG, FirstEnergy Generation, LLC, 341 White Pond Drive, Akron, OH 44320 (Attn: Rick Giannantonio, Esq.); (b) counsel for FG, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036-6745 (Attn: David H. Botter, Esq. and Zachary Wittenberg, Esq.) and 1333 New Hampshire Avenue, N.W., Washington, DC 20036 (Attn: Scott L. Alberino, Esq. and Kate Doorley, Esq.); (c) local counsel for FG, Brouse McDowell LPA, 388 South Main St., Suite 500, Akron, OH 44311 (Attn: Kate Bradley, Esq. and Bridget A. Franklin, Esq.); (d) the Office of the United States Trustee, Howard M. Metzenbaum U.S. Courthouse, 201 Superior Avenue East, Suite 441, Cleveland, OH 44114 (Attn: Tiara Patton, Esq.); (e) counsel to the Stalking Horse Purchaser King & Spalding LLP, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Jonathan M.A. Melmed, Esq.); (f) counsel to the Ad Hoc Noteholder Group, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Joshua K. Brody, Esq.); (g) counsel to the Mansfield Certificateholders Group, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: George A. Davis, Esq. and Andrew Parlen, Esq.); (h) counsel to the Committee, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005 (Attn: Evan Fleck, Esq. and Parker Milender, Esq.); and (i) counsel to the Mortgage Trustee, Pryor Cashman LLP, 7 Times Square, New York, NY 10036 (Attn: Patrick Sibley, Esq.) by **January 18, 2019 at 4:00 p.m. (Eastern Time)** (the “Assumption and Assignment Objection Deadline”). Any such objections must set forth the proposed objection to the assumption and assignment of the Assumed Contracts (and must state, with specificity, the legal and factual basis thereof) and, if applicable, the proposed Cure Costs (and must state, with specificity, what Cure Costs are required with appropriate documentation in support thereof). Other than the Cure Costs listed on **Exhibit 1**, FG is not aware of any amounts due and owing under the Assumed Contracts listed therein.

PLEASE TAKE FURTHER NOTICE that objections with respect to the Successful Bidder’s proposed form of adequate assurance of future performance must be raised prior to the Sale Hearing and will be resolved at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if a counterparty to an Assumed Contract files a timely objection asserting a higher Cure Cost than the Cure Cost set forth in this Notice of Assumption and Assignment, and the parties are unable to consensually resolve the dispute prior to the commencement of the Sale Hearing, the amount to be paid or reserve with respect to such objection shall be determined at the Sale Hearing. All other objections to the proposed assumption and assignment of FG’s right, title and interest in, to and under the Assumed Contracts, including objections to the proposed form of adequate assurance, shall be heard at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that each non-Debtor party to any Assumed Contract that does not timely file an objection by the Assumption and Assignment Objection Deadline shall be forever barred from asserting any objection with regard to the assumption, assignment, and/or Cure Costs set forth on **Exhibit 1**, including any objections with respect to the adequate assurance of future performance by the Successful Bidder or FG’s ability to assign

the Assumed Contract. The Cure Costs set forth in the Notice of Assumption and Assignment shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and the counterparty to the Assumed Contract shall be deemed to have consented to the Cure Costs and shall be forever barred from asserting any other claims related to such Assumed Contract against FG or the Successful Bidder(s), or the property of any of them to the extent such counterparty does not file a timely objection to the Cure Costs set forth above.

Dated: December 20, 2018

Respectfully submitted,

/s/ Kate M. Bradley

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Counsel for Debtors and Debtors in Possession

Exhibit 1

Assumed Contracts

Counterparty Name	Purchase Order #	Cure Amount (\$'s)
ACTION SUPPLY PRODUCTS INC.	46103161	282.00
ACTION SUPPLY PRODUCTS INC.	46103161	53.23
AIRGAS INCORPORATED	46103165	0.00
AIRGAS INCORPORATED	46103165	0.00
APPLIED INDUSTRIAL TECHNOLOGIES	46103514	0.00
BRAND ENERGY SERVICES LLC	46103162	0.00
CLEAN HARBORS ENVIRONMENTAL SERVICES	46103351	0.00
CONTROL ANALYTICS INCORPORATED	46102414	0.00
DIAMOND TOWERS II, LLC	N/A	0.00
DON MOULDS PLANTATION INCORPORATED	45528261	2,945.00
DON MOULDS PLANTATION INCORPORATED	55123940	3,325.00
DON MOULDS PLANTATION INCORPORATED	55123940	1,996.00
DON MOULDS PLANTATION INCORPORATED	55125749	1,598.00
DON MOULDS PLANTATION INCORPORATED	55123940	1,329.00
DON MOULDS PLANTATION INCORPORATED	55123940	886.00
FASTENAL COMPANY	46103170	683.24
FCX PERFORMANCE INCORPORATED	46103540	0.00
FILTECH INCORPORATED	46103357	0.00
FIRE TECH INCORPORATED	55124596	8,212.00
FIRE TECH INCORPORATED	55124596	3,140.00
GENERAL SUPPLY & SERVICES, INC.	46103157	0.00
GRACE SERVICES INCORPORATED	55124436	67.00

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GUTTMAN OIL COMPANY	B 10002	0.00
H & B MAT RENTAL INCORPORATED	55124583	75.75
H & B MAT RENTAL INCORPORATED	55124583	75.75
KONECRANES INCORPORATED	46103244	0.00
LANIER CONSULTING LLC	46103257	0.00
LEPPO INCORPORATED	46102676	0.00
LUCAS PLUMBING AND HEATING INC.	55122062	0.00
MAGESCO INCORPORATED	55125241	69,855.71
MAGESCO INCORPORATED	55125241	12,327.48
MAGESCO INCORPORATED	55125241	7,708.97
MAGESCO INCORPORATED	55125241	3,266.94
MANSFIELD MAINTENANCE INCORPORATED	55124535	229.50
MOBILE MEDICAL CORPORATION	46103269	0.00
MPW INDUSTRIAL WATER SERVICES INC.	46103173	23,013.79
MPW INDUSTRIAL WATER SERVICES INC.	46103173	2,000.00
MURRAY SHEET METAL COMPANY INC.	46103372	0.00
NORTH AMERICAN SUBSTATION SERVICES LLC	46103231	0.00
NORTHEAST OHIO NATURAL GAS	55117771	5,000.00
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PATRICK K. JOHNSON	55126536	0.00
PETROLEUM TRADERS CORPORATION	B 10008	0.00
PJM INTERCONNECTION, LLC	N/A	0.00
PORTERSVILLE PRD LLC	46103538	0.00

REBMAN SYSTEMS INCORPORATED	55122877	0.00
SAFETY-KLEEN SYSTEMS	46102174	0.00
SHRED-IT US JV LLC	55126814	0.00
SPRAGUE ENERGY	N/A	0.00
TRI-STATE ROOFING & SHEET METAL CO.	46103375	0.00
UNITED RENTALS NORTH AMERICA, INC.	46103267	0.00
UTILITY WORKS UNION OF AMERICA LOCAL UNION NOS. 350 AND 351	N/A	0.00
WEAVERTOWN TRANSPORT LEASING INC.	46103352	0.00
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	47.75
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	40.75
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	33.50
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	26.50
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	19.00
WHITE HOUSE ARTESIAN SPRINGS INC.	55118588	14.50
WRIGHT INDUSTRIAL SUPPLY, INC.	46103216	0.00