

4. **Administrative Claims Bar Date.** All requests for payment of an Administrative Claim (excluding Professional Fee Claims, any obligations arising in the ordinary course of the Debtors' business with respect to post-petition accounts payable which by their terms become due and owing after the Effective Date, and any post-petition obligations owed to retail electricity customers or any employees, former employees, and retirees of the Debtors) that accrued on or before the Effective Date must be Filed and served on the Reorganized Debtors no later than March 30, 2020 (*i.e.*, the first business day that is thirty (30) days after the Effective Date). Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors, or their respective property and such Administrative Claims shall be deemed forever discharged and released as of the Effective Date.

5. **Professional Fee Claims.** All final requests for Professional Fee Claims incurred during the period from the Petition Date through the Effective Date must be Filed and served on the Reorganized Debtors, the Committee and the United States Trustee no later than April 27, 2020 (*i.e.*, the first business day that is sixty (60) days after the Effective Date). All such final requests will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in the Chapter 11 Cases, including the Interim Compensation Order, and once approved by the Bankruptcy Court, paid promptly from the Professional Fee Escrow Account in its full Allowed amount. Notwithstanding anything to the contrary in the Plan, the provisions regarding the reimbursement of professional fees and expenses of the Supporting Creditors as set forth in the Process Support Agreement and of the Consenting Creditors as set forth in the Restructuring Support Agreement shall continue through the Effective Date and, for the avoidance of doubt, such professionals shall not be required to file any request for payment of such amounts pursuant to Article II.A.3 of the Plan or otherwise.

6. **Executory Contracts and Unexpired Leases Deemed Assumed.** In accordance with Article V.A of the Plan, on the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases of the Debtors, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed to be Assumed Executory Contracts or Unexpired Leases, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (i) previously were assumed or rejected by the Debtors; (ii) are identified on the list of Rejected Executory Contracts or Unexpired Leases filed with the Plan Supplement; (iii) are the subject of a motion to reject an Executory Contract or Unexpired Lease that is pending on the Effective Date; or (iv) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is on or after the Effective Date; *provided, however* that to the extent an Executory Contract or Unexpired Lease is among one or more Debtors and one or more FE Non-Debtor Parties, such Executory Contract or Unexpired Lease is deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease (a) has been previously assumed by the Debtors or (b) is identified on the list of Assumed Executory Contracts or Unexpired Leases; and *provided, further, however*, to the extent that an Executory Contract or Unexpired Lease is among one or more Debtors and one or more FE Non-Debtor Parties and any such Executory Contract is not an Insurance Policy or a Surety Indemnity Agreement, the Debtor will consult with the applicable FE Non-Debtor Party

and obtain the consent of the applicable FE Non-Debtor Party before including such Executory Contract or Unexpired Lease on the list of Assumed Executory Contracts or Unexpired Leases. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and, to the extent applicable, assignments of the Executory Contracts and Unexpired Leases, and the rejection of the Executory Contracts or Unexpired Leases listed on the list of Rejected Executory Contracts and Unexpired Leases filed with the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code, in each case effective as of the Effective Date.

7. **Rejection Damages Claims.** In accordance with Article V.B of the Plan, unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed and served upon the Debtors or Reorganized Debtors, as applicable, within 30 days after the later of: (i) notice of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; and (ii) the effective date of such rejection. **All counterparties to Executory Contracts or Unexpired Leases identified on the list of Rejected Executory Contracts or Unexpired Leases filed with the Plan Supplement, as amended, must file a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases by March 30, 2020 (i.e., the first business day that is thirty (30) days after the Effective Date). Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed and served within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.**

8. **Binding Nature of Plan and Confirmation Order.** The Plan and the Confirmation Order are binding on the Debtors, their estates, any party seeking to act on behalf of, or in respect of, the Debtors or the Debtors' estates, and any Holder of a Claim or Interest against the Debtors and such Holder's respective successors or assigns, whether or not: (i) such Holder's Claim or Interest is Impaired under the Plan; (ii) such Holder has accepted the Plan; (iii) such Holder failed to vote to accept or reject the Plan or voted to reject the Plan; (iv) such Holder is entitled to a distribution under the Plan; (v) such Holder will receive or retain any property or interests in property under the Plan; or (vi) such Holder has filed a Proof of Claim in the Chapter 11 Cases. You are encouraged to review the Plan and the Confirmation Order in their entirety.

9. **Copies of Plan and Confirmation Order.** Copies of the Plan and Confirmation Order may be examined by any party in interest during normal business hours at the Clerk of the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division, 455 U.S. Courthouse, 2 South Main Street, Akron, Ohio 44308. You may also obtain copies of the Plan, Confirmation Order or of any documents filed in these chapter 11 cases for a fee via PACER at: <https://ecf.ohnb.uscourts.gov/> or free of charge on the case information website of the Debtors' Claims and Noticing Agent, Prime Clerk LLC, at <https://cases.primeclerk.com/FES>.

Dated: February 27, 2020

Respectfully submitted,

/s/ Bridget A. Franklin

BROUSE MCDOWELL LPA

Marc B. Merklin (0018195)
Bridget A. Franklin (0083987)
388 South Main Street, Suite 500
Akron, OH 44311-4407
Telephone: (330) 535-5711
Facsimile: (330) 253-8601
mmerklin@brouse.com
bfranklin@brouse.com

- and -

AKIN GUMP STRAUSS HAUER & FELD LLP

Ira Dizengoff (admitted *pro hac vice*)
Lisa Beckerman (admitted *pro hac vice*)
Brad Kahn (admitted *pro hac vice*)
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
idizengoff@akingump.com
lbeckerman@akingump.com
bkahn@akingump.com

- and -

Scott Alberino (admitted *pro hac vice*)
Kate Doorley (admitted *pro hac vice*)
2001 K Street, N.W.
Washington, D.C. 20006
Telephone: (202) 887-4000
Facsimile: (202) 887-4288
salberino@akingump.com
kdoorley@akingump.com

Counsel for Debtors and Debtors in Possession