

**FIRST AMENDMENT
TO THE MASTER POWER SUPPLY AGREEMENT
BETWEEN**

THE VILLAGE OF ORLAND PARK, ILLINOIS

AND

FIRSTENERGY SOLUTIONS CORP.

This First Amendment ("Amendment") is entered into this _____ day of May, 2016 ("Effective Date"), by and between FirstEnergy Solutions Corp. ("FES" or "Supplier"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio and the Village of Orland Park ("Municipality"), a village and political subdivision organized and existing under the laws of the State of Illinois (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, FES and Municipality are parties to a certain Master Power Supply Agreement ("Master Agreement") dated March 10, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Participating Customers shall be billed in accordance with the Pricing provisions contained in **First Amendment Exhibit C to the Master Agreement Between the Village of Orland Park, Illinois and FirstEnergy Solutions Corp. May 2016** attached hereto and made a part hereof.
2. The Parties mutually agree to amend the Master Agreement to reflect FES' option to continue service to the Municipality at a price equal to the ComEd Price to Compare ("Price") beginning with June 2016 meter read dates through May 2017 meter read dates as a result of receiving notice from the Municipality in accordance with section 4.1.3. Price Guarantee of the Master Agreement.
3. The Parties mutually agree to amend the Master Agreement by replacing in its entirety, section 4.1.3. Price Guarantee with the following paragraphs applicable for service beginning on September 2016 meter read dates:

"4.1.3. Price Guarantee. Should the ComEd Price to Compare ("PTC"), as set on September 1, 2016 and as defined below, for the enrolled participants be set below the Price, the Municipality has the option, but not the obligation to terminate Supplier service and have all participants returned to ComEd. In the event that the ComEd PTC is below the Price, and the Municipality chooses to return all participants to the Utility, the Municipality shall give Supplier a notice of termination. Thereafter, Supplier shall return all Participating Customers to ComEd or else Supplier shall have the option, but not the obligation to continue to perform under this Agreement at a price equal to the ComEd PTC.

“PTC” is the weighted average of the published summer and non-summer ComEd Tariffed Service rate as defined by the ICC, including charges for Transmission and the monthly Purchased Energy Adjustment (“PEA”). In the event that the PTC is set below the contract aggregation price and the Municipality elects not to have Participating Customers returned to ComEd, no notice shall be provided. Should the Municipality choose not to return Participating Customers to ComEd, the Municipality reserves its right to terminate Supplier Service in the future, should the ComEd PTC again later be set below the Price. Should the PTC be calculated on an individual basis during the term of this agreement, the PTC shall be estimated on a community-wide basis, using ComEd’s community-wide usage data.”

The above paragraphs shall only apply to service beginning on September 2016 meter read dates.

On September 1, 2016, the Parties further mutually agree to delete the above Price Guarantee for the remainder of the contract term (September 2016 meter read dates through May 2017 meter read dates) such that no additional future price matches will be executed.

4. All other provisions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP.
FirstEnergy Solutions Corp.:

VILLAGE OF ORLAND PARK, ILLINOIS

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**First Amendment Exhibit C to the Agreement
Between
The Village of Orland Park, Illinois and FirstEnergy Solutions Corp.
May 2016**

Pricing and Other Conditions to Retail Generation Service Offer

Term:

Beginning with June 2016 meter read dates through May 2017 meter read dates.

Electric Utility: ComEd

Opt-Out Program:

Residential Customer Class

Price: 6.27¢ per KWh

Commercial Customer Class

Price: 6.27¢ per KWh

Renewal Opt-In Program: None

Supplier will not make a civic contribution to the Village of Orland Park.

Termination Fees: None