

Exhibit 1

Settlement Agreement

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:

PLEASANTS CORP., *et al.*,¹

Debtors,

FIRSTENERGY SOLUTIONS CORP.,

Plaintiff,

v.

BLUESTONE ENERGY SALES CORP.

Defendant.

Chapter 11

Case No. 18-50763 (AMK)
Cases Jointly Administered under
Case No. 18-50757 (AMK)
Hon. Judge Alan M. Koschik

Adversary No. 18-05100-AMK

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”), dated as of March 30, 2021, is made and entered by and among Mark A. Roberts of Alvarez & Marsal Holdings, LLC, in his capacity as Plan Administrator under the Debtors’ Eighth Amended Joint Plan of Reorganization (the “Plan Administrator”) on behalf of Energy Harbor LLC (formerly known as FirstEnergy Solutions Corp.) (“FES” in its capacity as a debtor and, together with its debtor affiliates, the “Debtors”), on the one hand, and Bluestone Energy Sales Corporation (“Bluestone”, and together with the Plan Administrator, the “Parties”), on the other hand.

WHEREAS, on December 13, 2018, FES filed a complaint (the “Complaint”) and initiated an adversary proceeding against Bluestone captioned *FirstEnergy Solutions Corp. v. Bluestone Energy Sales Corp.* (Adv. P. No. 18-5100) (the “Adversary Proceeding”);

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Energy Harbor Generation LLC (0561), case no. 18-50762; Pleasants Corp. (5914), case no. 18-50763; Energy Harbor Nuclear Generation LLC (6394), case no. 18-50760; Energy Harbor Nuclear Corp. (1483), case no. 18-50761; and Energy Harbor LLC (0186), case no. 18-50757. The Debtors’ address is: 168 E. Market Street, Akron, OH 44308.

WHEREAS, in the Adversary Proceeding, FES alleged claims for turnover pursuant to 11 U.S.C. § 542 and breach of contract relating to that certain Coal Purchase Agreement between the Parties dated October 10, 2016 (the “Coal Purchase Agreement”);

WHEREAS, Bluestone denies that it breached the Coal Purchase Agreement and further denies that turnover is warranted;

WHEREAS, the Parties have engaged in good-faith, arms-length negotiations regarding a settlement and resolution of this Adversary Proceeding; and

WHEREAS, the Parties desire to resolve, fully and finally, certain disputes and claims among them, including the Adversary Proceeding, on the terms described below.

NOW THEREFORE, in consideration of the promises, covenants, and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. Settlement Consideration

a. **Cash Payment**

On December 30, 2020, Bluestone paid to the Plan Administrator via wire transfer the aggregate sum of Seventy-Five Thousand United States Dollars (\$75,000.00) (the “Settlement Payment”).

b. **Coal Consideration**

As further consideration for this Agreement, Bluestone has entered into the Coal Transfer Agreement attached hereto as **Exhibit A**, pursuant to which Bluestone will transfer 10,000 tons of coal to Energy Harbor Generation LLC under the terms and conditions of such Coal Transfer Agreement. Pursuant to a separate agreement (the “Side Agreement”) attached hereto as **Exhibit B**, upon Bluestone’s performance its obligations under the Coal Transfer Agreement, Energy Harbor Generation LLC will make a cash payment to the Plan Administrator pursuant to the terms and conditions of the Side Agreement.

2. Release by Bluestone. In consideration for, among other things, the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, (a) Bluestone and (b) each and all of Bluestone’s predecessors, successors, affiliates, subsidiaries, and controlling persons or entities, and each and all of their respective affiliates and subsidiaries, and (c) each and all of Bluestone’s directors, officers, partners, managers, members, employees, advisors, consultants, representatives, attorneys, agents, and assigns (collectively and individually, the “Bluestone Releasors”), voluntarily, absolutely, knowingly, irrevocably, and unconditionally waive, release and forever discharge (w) the Plan Administrator, (x) the Debtors and their estates, (y) each and all of the Debtors’ predecessors, affiliates, subsidiaries, and controlling persons or entities, and each and all of their respective affiliates and subsidiaries, and (z) each and all of the Debtors’ directors, officers, partners, managers, members, employees, advisors, consultants, representatives, attorneys, agents, and assigns (collectively and individually, the “Debtor Releasees”) of and from any and

all claims, counter-claims, causes of action, demands, judgments, settlements, investigations, arbitrations, and the like that any or all of the Bluestone Releasors have or ever had against each or any of the Debtor Releasees up to the date of this Agreement relating to the allegations in the Complaint or relating to the Coal Purchase Agreement (collectively, the “Bluestone Released Claims”, and when combined with the Debtor Released Claims (as defined below), the “Released Claims”).

3. Release by the Debtors. In consideration for, among other things, the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, (a) the Plan Administrator; (b) the Debtors and their estates, (c) each and all of the Debtors’ predecessors, successors, affiliates, subsidiaries, and controlling persons or entities, and each and all of their respective affiliates and subsidiaries, and (d) each and all of the Debtors’ directors, officers, partners, managers, members, employees, advisors, consultants, representatives, attorneys, agents, and assigns (collectively and individually, the “Debtor Releasors”), voluntarily, absolutely, knowingly, irrevocably, and unconditionally waive, release and forever discharge (x) Bluestone, (y) each and all of Bluestone’s predecessors, successors, affiliates, subsidiaries, and controlling persons or entities, and each and all of their respective affiliates and subsidiaries, and (z) each and all of Bluestone’s directors, officers, partners, managers, members, employees, advisors, consultants, representatives, attorneys, agents, and assigns (collectively and individually, the “Bluestone Releasees”) of and from any and all claims, counter-claims, causes of action, demands, judgments, settlements, investigations, arbitrations, and the like that any or all of the Debtor Releasors have or ever had against each or any of the Bluestone Releasees up to the date of this Agreement relating to the allegations in the Complaint or relating to the Coal Purchase Agreement (collectively, the “Bluestone Released Claims”).

4. Settlement Motion. Within five (5) business days after the execution of this Agreement, the Plan Administrator shall file a motion pursuant to Bankruptcy Rule 9019 with the court, seeking entry of an order approving this Agreement (the “Settlement Approval Order”).

5. Effective Date. This Agreement shall not enter force, and shall have no binding effect, until the occurrence of the Effective Date. The “Effective Date” is the first business day after the date that is fourteen (14) calendar days after the court’s entry on the docket of the above-captioned Chapter 11 cases of the Settlement Approval Order, provided, however, that in the event that the Settlement Approval Order is appealed or stayed, then the Effective Date shall be the earlier of the first business day after either (i) all appeals are exhausted and the order is affirmed without modification or (ii) the appeals are dismissed and any stay with respect to the order is no longer in effect.

6. Dismissal with Prejudice. Upon the occurrence of (i) the Effective Date; (ii) Bluestone’s payment of the Settlement Payment; and (iii) Bluestone’s performance of all of its obligations under the Coal Transfer Agreement, the Parties shall file a joint stipulation of dismissal of the Adversary Proceeding with prejudice substantially in the form attached hereto as Exhibit C.

7. Representations and Warranties. Each Party hereto represents and warrants that:

- (a) it has full power and authority to enter into this Agreement on behalf of itself and its subsidiaries and/or affiliates;
- (b) the Agreement is valid and enforceable; and
- (c) entering into the Agreement will not result in a breach of any contract, agreement, rule, or regulation, and no contract, agreement, rule, or regulation will prevent it from fully and freely performing this Agreement.

8. Governing Law. This Agreement, the rights and duties of the Parties hereunder, and any dispute arising out of or relating in any way to this Agreement, shall be governed by, and construed in accordance with, the Bankruptcy Code (to the extent applicable) and the laws of the State of Ohio, without regard to conflicts of law principles that would require the application of the law of any other jurisdiction. Each Party irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement.

9. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and sent to the following by mail, or electronic mail, and shall be deemed given upon such mailing:

If to the Plan Administrator:

Mark A. Roberts
Alvarez & Marsal Holdings, LLC
655 15th Street, NW, Suite 600
Washington, DC 20005
mroberts@alvarezandmarsal.com

with a copy (which shall not constitute notice to the Plan Administrator) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Joseph L. Sorkin, Esq.
jsorkin@akingump.com

If to Bluestone:

Stephen Ball
302 S. Jefferson St.
Roanoke VA 24011

with a copy (which shall not constitute notice to Bluestone) to:

Aaron Houchens
Aaron B. Houchens, P.C.
111 East Main Street
Salem, Virginia 24153

10. Severability. It is expressly acknowledged and agreed that although the Parties consider the provisions of this Agreement to be reasonable, if a judicial determination is made by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, such provision of this Agreement shall not be rendered void but shall be deemed amended to apply to such maximum extent as such court may judicially determine or indicate to be valid or enforceable. Alternatively, if a court of competent jurisdiction finds that any restriction contained in this Agreement is invalid or unenforceable, and such provision cannot be amended so as to make it enforceable, such finding shall not affect the validity or enforceability of any of the other provisions contained herein.

11. Survival. This Agreement shall survive the conversion, dismissal, and/or closing of the Chapter 11 cases.

12. Preparation of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

14. Amendments; Waiver. No provision of this Agreement may be amended, modified, waived or discharged unless it is agreed to in a writing signed by the Parties. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

15. Counterparts. This Agreement may be executed in one or more original, facsimile or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS HEREOF, the undersigned Parties have executed this Agreement as of the day and year first written above.

PLAN ADMINISTRATOR

By:  _____

Name: Mark A. Roberts

Title: Managing Director

BLUESTONE ENERGY SALES CORPORATION

By: _____

Name:

Title:

IN WITNESS HEREOF, the undersigned Parties have executed this Agreement as of the day and year first written above.

PLAN ADMINISTRATOR

By: _____

Name: Mark A. Roberts

Title: Managing Director

BLUESTONE ENERGY SALES CORPORATION

By:  _____

Name: Stephen W. Ball

Title: Vice President & General Counsel

Exhibit A – Coal Transfer Agreement

COAL TRANSFER AGREEMENT

This Coal Transfer Agreement (the “Agreement”), dated as of March 5, 2021, is made and entered by and among Energy Harbor Generation LLC (“Energy Harbor”), on the one hand, and Bluestone Energy Sales Corporation (“Bluestone”, and together with Energy Harbor, the “Parties”), on the other hand.

WHEREAS, on March 31, 2018, FirstEnergy Solutions Corp. (“FES”) and various affiliates filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court, Northern District of Ohio (the “Bankruptcy Court”), captioned *In re FirstEnergy Solutions Corp., et al.* (Case No. 18-50757 (AMK)) (the “Bankruptcy Case”);

WHEREAS, on December 13, 2018, in the Bankruptcy Case, FES filed a complaint (the “Complaint”) and initiated an adversary proceeding against Bluestone, captioned *FirstEnergy Solutions Corp. v. Bluestone Energy Sales Corp.* (Adv. P. No. 18-5100) (the “Adversary Proceeding”);

WHEREAS, on February 27, 2020 the Eighth Amended Plan of Reorganization (the “Plan”) became effective in the Bankruptcy Case, and FES transferred its rights with respect to the Adversary Proceeding and the claims and causes of action asserted therein to Mark A. Roberts of Alvarez & Marsal Holdings, LLC as the administrator of the Plan (the “Plan Administrator”);

WHEREAS, the parties to the Adversary Proceeding have reached a settlement to resolve the Adversary Proceeding (the “Settlement”);

WHEREAS, the Settlement requires that, among other things, Bluestone transfer coal to Energy Harbor in exchange for Energy Harbor providing a cash payment to the Plan Administrator;

WHEREAS, the Parties intend for this Coal Transfer Agreement to govern the transfer of coal from Bluestone to Energy Harbor in furtherance of the Settlement; and

WHEREAS, pursuant to the Settlement, upon receipt of the Coal Shipment (as defined below), Energy Harbor will make payment to the Plan Administrator pursuant to that certain agreement between Energy Harbor and the Plan Administrator; and

NOW THEREFORE, in consideration of the promises, covenants, and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. Coal Shipment. Bluestone shall deliver to Energy Harbor ten thousand (10,000) standard tons of thermal coal with typical specifications and rejection limits as follows (the “Coal Shipment”):

	<u>Typical</u>	<u>Reject Limit</u>
Ash	11%	>11.0%
Moisture	8%	>10%
Sulfur	2%	>2.25%
BTU	12,500	<12,300

2. Delivery Date. The Parties shall confer in good faith on a delivery date for the Coal Shipment, but in no event shall the Coal Shipment be delivered later than March 31, 2021. Notwithstanding the foregoing, if the Effective Date (as defined below) has not occurred by March 1, 2021, delivery may occur later than March 31, 2021, provided, however, that delivery is made no later than four (4) weeks after the Effective Date.

3. Delivery. Bluestone shall deliver the Coal Shipment by barge, FOB destination to the Pleasants Power Station in West Virginia at mile marker 160.5 on the Ohio River.

4. Method of Weighing, Notices, and Weight Accuracy.

a. Weighing. All costs for coal weighing shall be borne by Bluestone. All coal weighing hereunder shall be by incoming truck weights on certified truck scales. The weight of the coal loaded hereunder shall be determined by certified truck scales, unless otherwise mutually agreed to by the Parties. During any period, Energy Harbor and Bluestone shall each have the right to have representatives present at any time and all times to observe the weighing of coal to be loaded under this Agreement.

b. Notice. Within one (1) business day after a barge has been loaded, Bluestone, or its agent, shall convey in writing to Energy Harbor and barge transporter the barge loading report (“Loading Report”). The Loading Report shall include the specified vendor mine code (VMC) under which the coal was loaded, the barge number including the alpha prefix, the actual certified weight, and the date the barge was loaded.

c. Weight Accuracy Issues. If either Party questions a truck scale result, then the questioning Party shall so advise the other Party in writing within ten (10) business days of receipt of the weight information which gives rise to the questions. The Parties shall jointly and immediately investigate the weighing practices to ensure that all such weights are being done in strict accordance with the Energy Harbor Handbook.

5. Sampling and Analysis. All sampling and analysis shall be done in accordance with current ASTM procedures and specifications at the time of such sampling and analysis at Bluestone's expense. Bluestone shall take representative samples of each shipment during the loading of the coal. The parties agree that any such sample shall be analyzed by Mineral Laboratories, Inc. ("Mineral Labs", or the "Lab") which shall separately analyze each shipment and Bluestone shall report the results of the tests for moisture, ash, sulfur and Btu in writing to Energy Harbor's designee by 4:00 p.m. Eastern Time following the day of loading or by 12:00 p.m. Eastern Time on the following Monday for Saturday loadings ("Analysis Deadline"). Energy Harbor and Bluestone shall each have the right to have a representative present at any and all times to observe the sampling by Bluestone and the analysis performed by the Lab. Each coal sample collected by Bluestone shall be divided into three parts. One part shall be immediately analyzed by Mineral Labs. The remaining second sample is to be sealed in an airtight container and sent to Energy Harbor, at Energy Harbor's request, provided such request is made in writing within 30 days after the date of such sampling. In the event that Energy Harbor does not so request, the sample shall be retained by Bluestone for no less than 30 days. The third sample is to be sealed in an airtight container and retained by Mineral Labs for forty-five (45) days.

6. Analysis Dispute. If any dispute arises within thirty (30) days of the date of sampling with respect to the results of an analysis by Mineral Labs, the sample retained by Mineral Labs shall be submitted for analysis to an independent commercial testing laboratory mutually chosen by the Parties to act as a "Referee Lab." The analysis of the Referee Lab for the part of the analysis disputed shall control. A dispute shall be deemed not to exist and the Lab's analysis shall prevail if the analysis of a sample made by the Referee Lab differs from the analysis of the Lab by an amount equal to or less than:

- a. 0.50% ash on a dry basis, or
- b. 100 Btu/lb. on a dry basis, or
- c. a reproducibility interval, on a dry basis determined by the formula:
 $I(R) = 0.02 + 0.09 (X)$ where "I(R)" is the reproducibility interval and "X" is the average of the Lab's dry sulfur percent and the dry sulfur percent of the Referee Lab.

The cost of the analysis made by such Referee Lab shall be borne by the Party that requests the referee analysis if the Lab's analysis prevails or shall be borne equally by Bluestone and Energy Harbor if the analysis of the Referee Lab prevails.

7. Effective Date. This Agreement shall not enter force, and shall have no binding effect, until the occurrence of the Effective Date. The "Effective Date" is the first business day after the date that is fourteen (14) calendar days after the Bankruptcy Court's entry of an order approving the Settlement (the "Settlement Approval Order") on the docket of the Bankruptcy Case, provided, however, that in the event that the Settlement Approval Order is appealed or stayed, then the Effective Date shall be the earlier of the first business day after either (i) all appeals are exhausted and the Settlement Approval Order is affirmed without modification or

(ii) the appeals are dismissed and any stay with respect to the Settlement Approval Order is no longer in effect.

8. Force Majeure. Performance of this contract is subject to the occurrence of the following conditions of Force Majeure: partial or complete embargo imposed by railroad; car shortages or other transportation difficulties; acts of God; war, whether declared, undeclared or police action; strike or labor agitation; mine accidents; fire, floods, internal strife and/or civil commotion, and other causes beyond Bluestone and/or Energy Harbor's control. The causes mentioned are by way of example and in no sense complete. Performance is also subject to all legislation, regulations and rulings, Federal, State and Municipal or any agency thereof which may preclude or curtail Bluestone's right to make or Energy Harbor's right to receive deliveries hereunder. Tonnage not delivered because of any of the above after three (3) months from the day of Force Majeure declaration may be cancelled by either party. Bluestone represents and warrants that it is not aware of any force majeure event currently in effect or imminent as of March 2, 2021.

9. Best Efforts. The Parties agree to use their reasonable best efforts to accomplish the purposes of this Agreement.

10. Governing Law. This Agreement, the rights and duties of the Parties hereunder, and any dispute arising out of or relating in any way to this agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles that would require the application of the law of any other jurisdiction.

11. Amendments; Waiver. No provision of this Agreement may be amended, modified, waived or discharged unless it is agreed to in a writing signed by the Parties. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

13. Preparation of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this agreement with the assistance of counsel and, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of this agreement.

14. Counterparts. This agreement may be executed in one or more original, facsimile or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the undersigned Parties have executed this agreement as of the day and year first written above.

ENERGY HARBOR GENERATION LLC

By: *Rick C. Giarrantonio*
Name: *Rick C. Giarrantonio*
Title: *Executive Vice President and General Counsel*

BLUESTONE ENERGY SALES CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS HEREOF, the undersigned Parties have executed this agreement as of the day and year first written above.

ENERGY HARBOR GENERATION LLC

By: _____
Name:
Title:

BLUESTONE ENERGY SALES CORPORATION

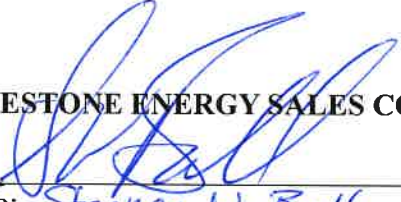
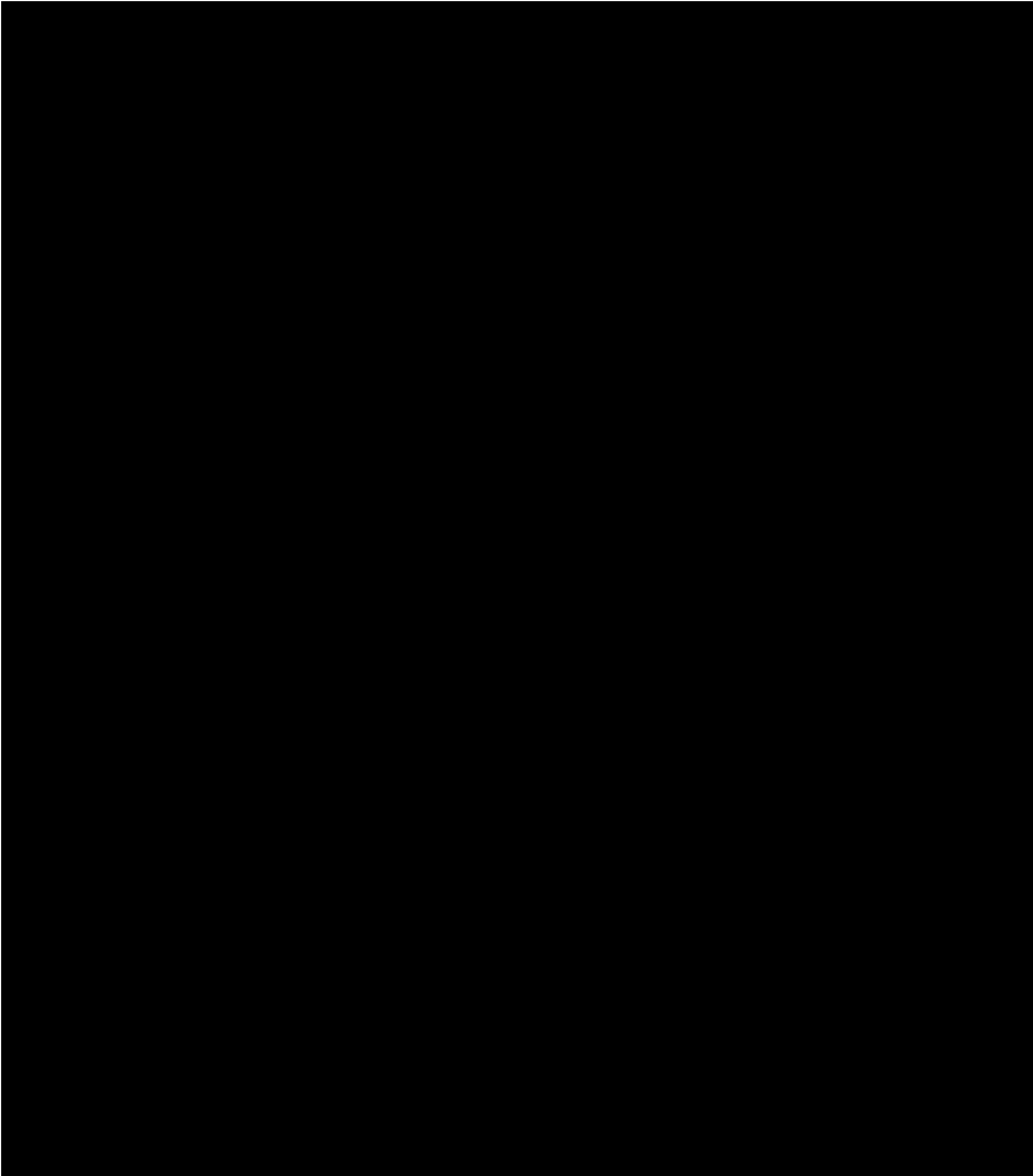
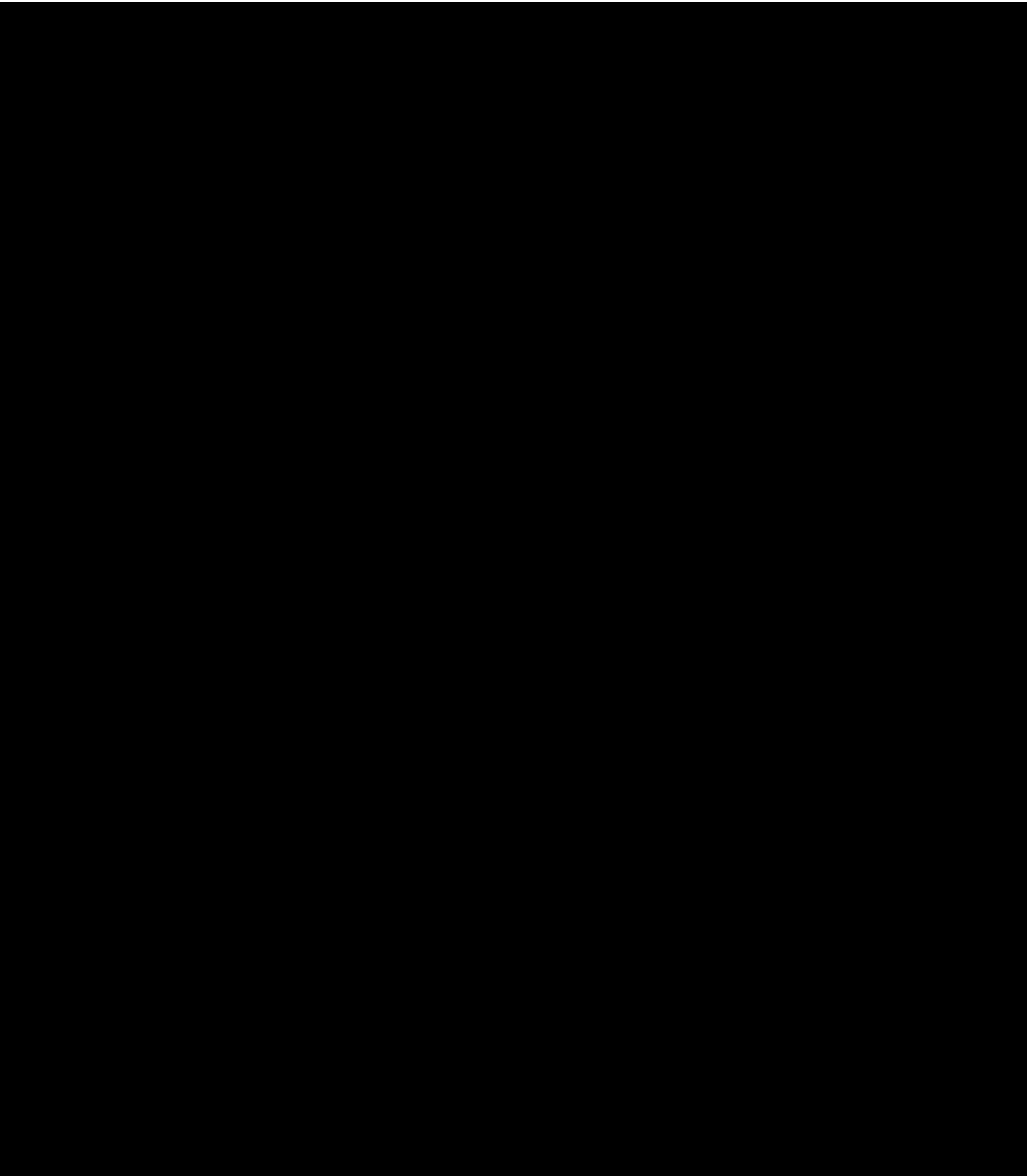
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Name: Stephen W. Ball
Title: Vice President

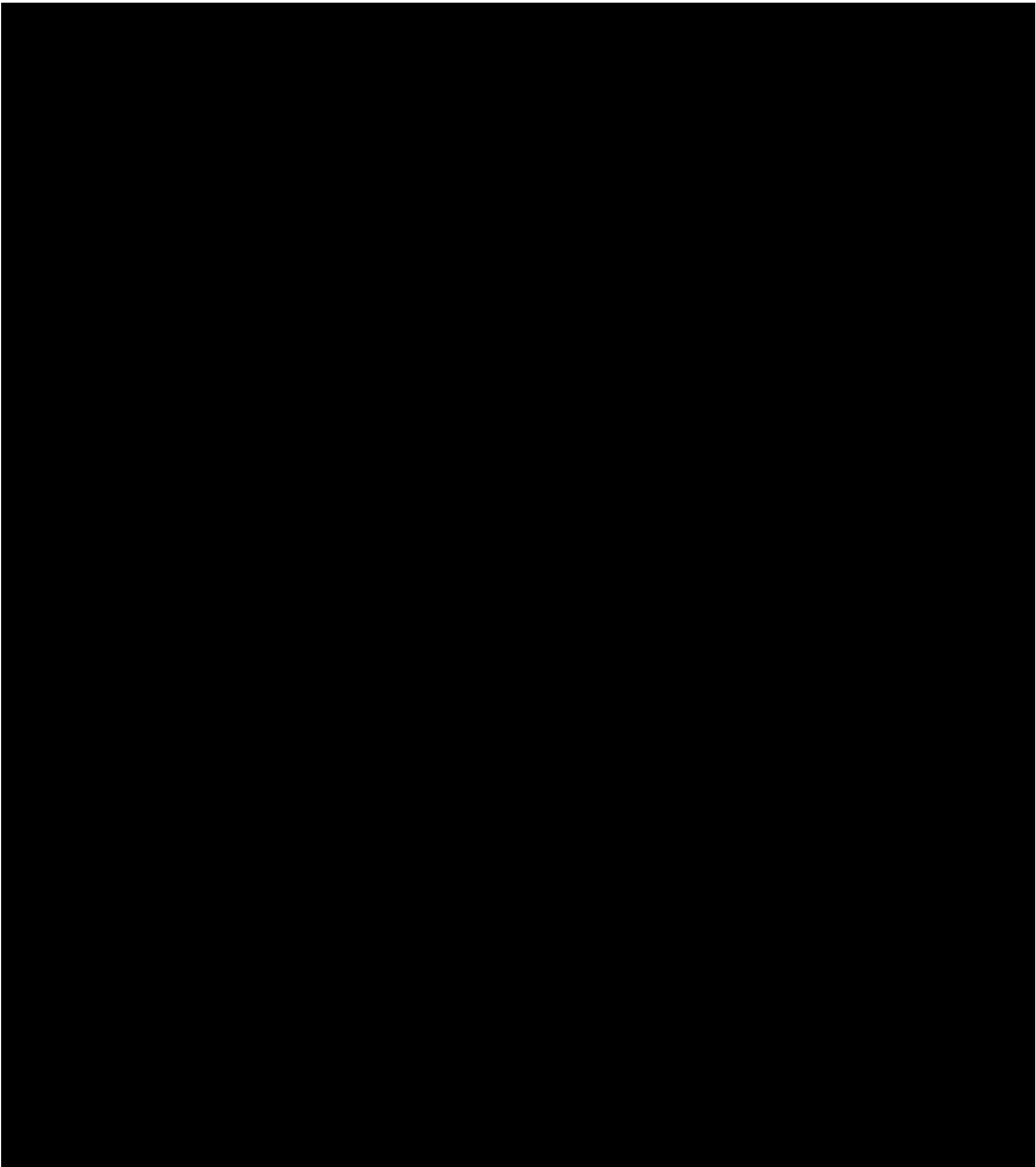
Exhibit A – Energy Harbor Handbook

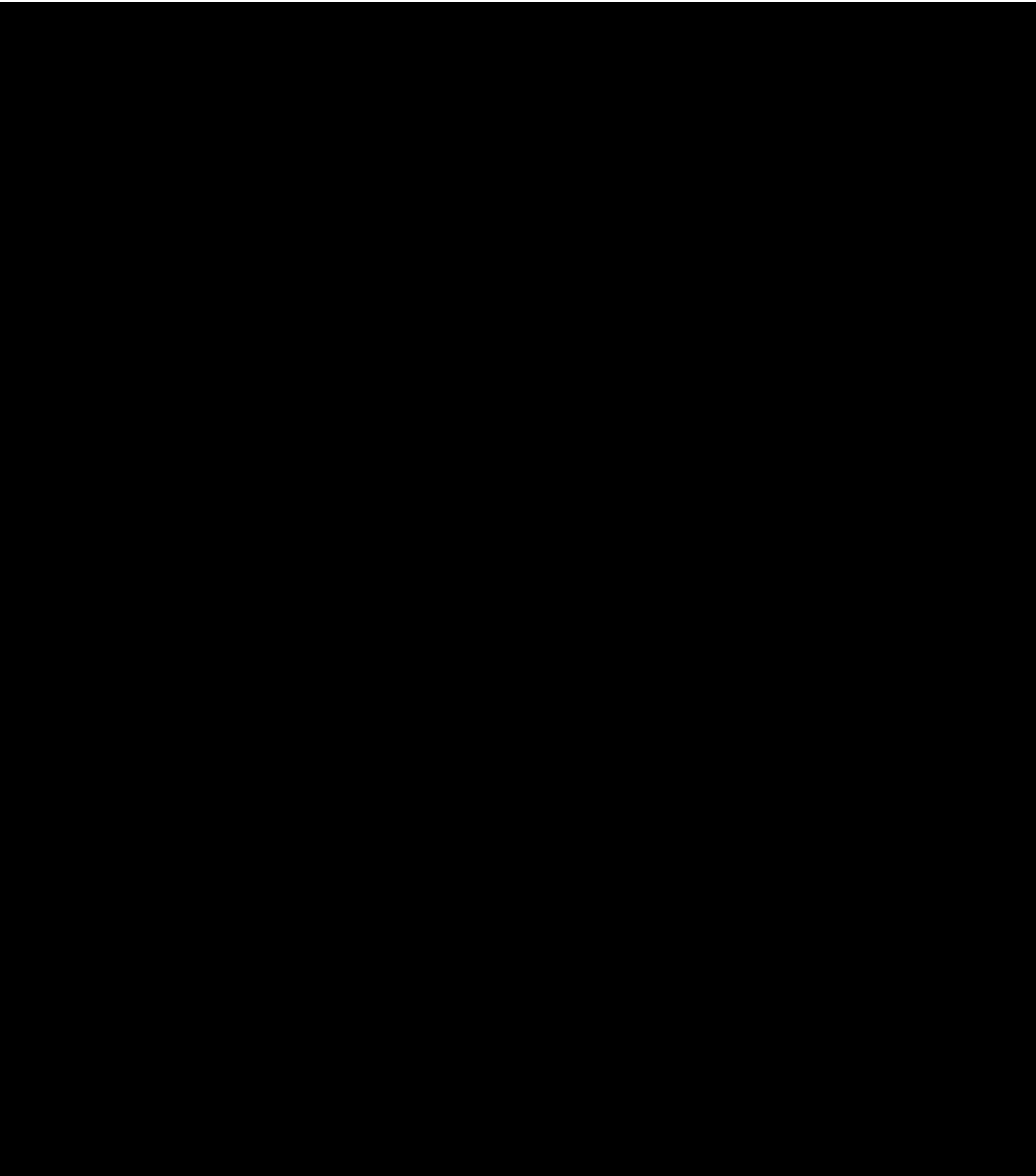
APPENDIX A

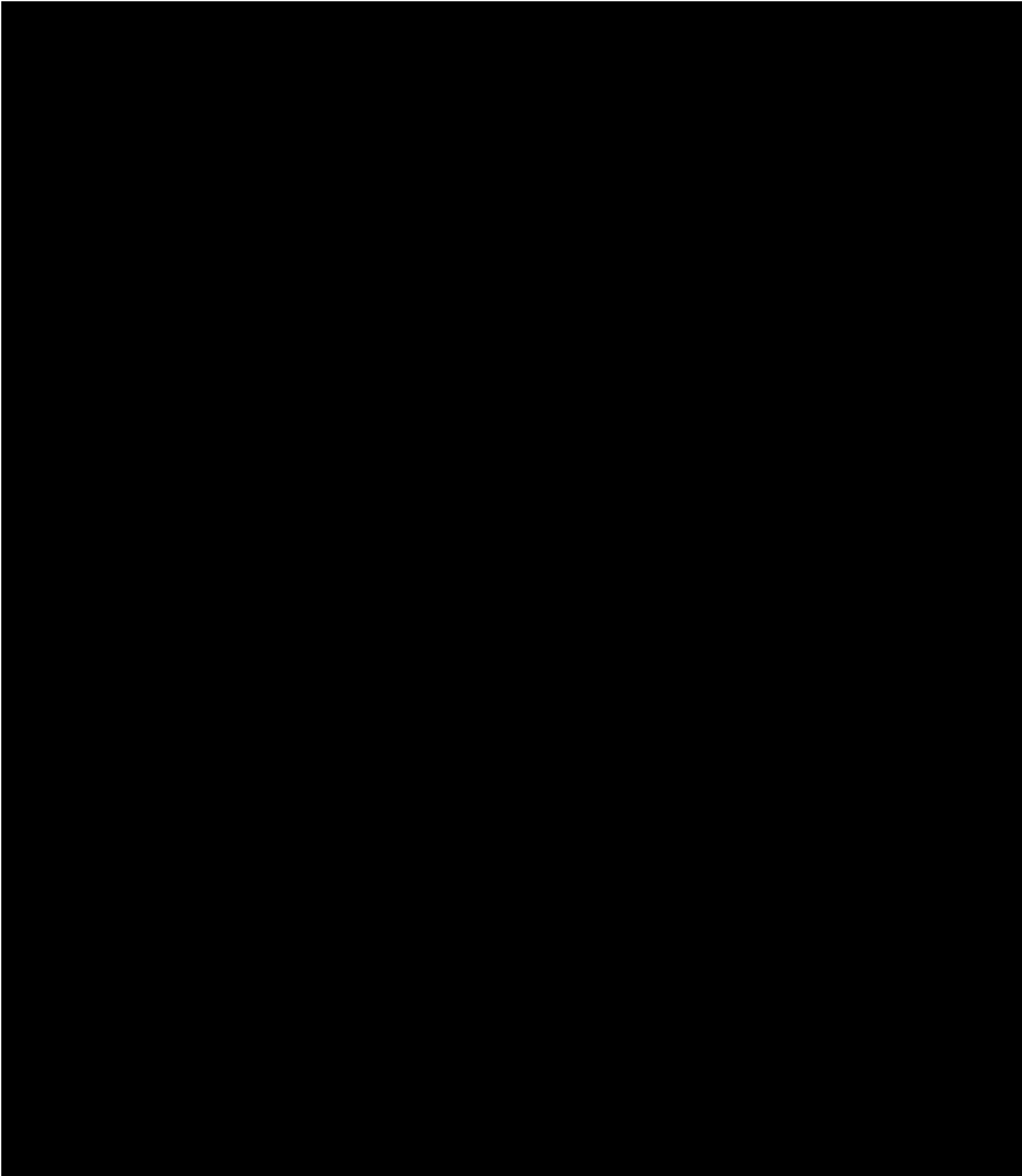
Buyer's Handbook for Coal Sampling, Testing, and Coal Weighing

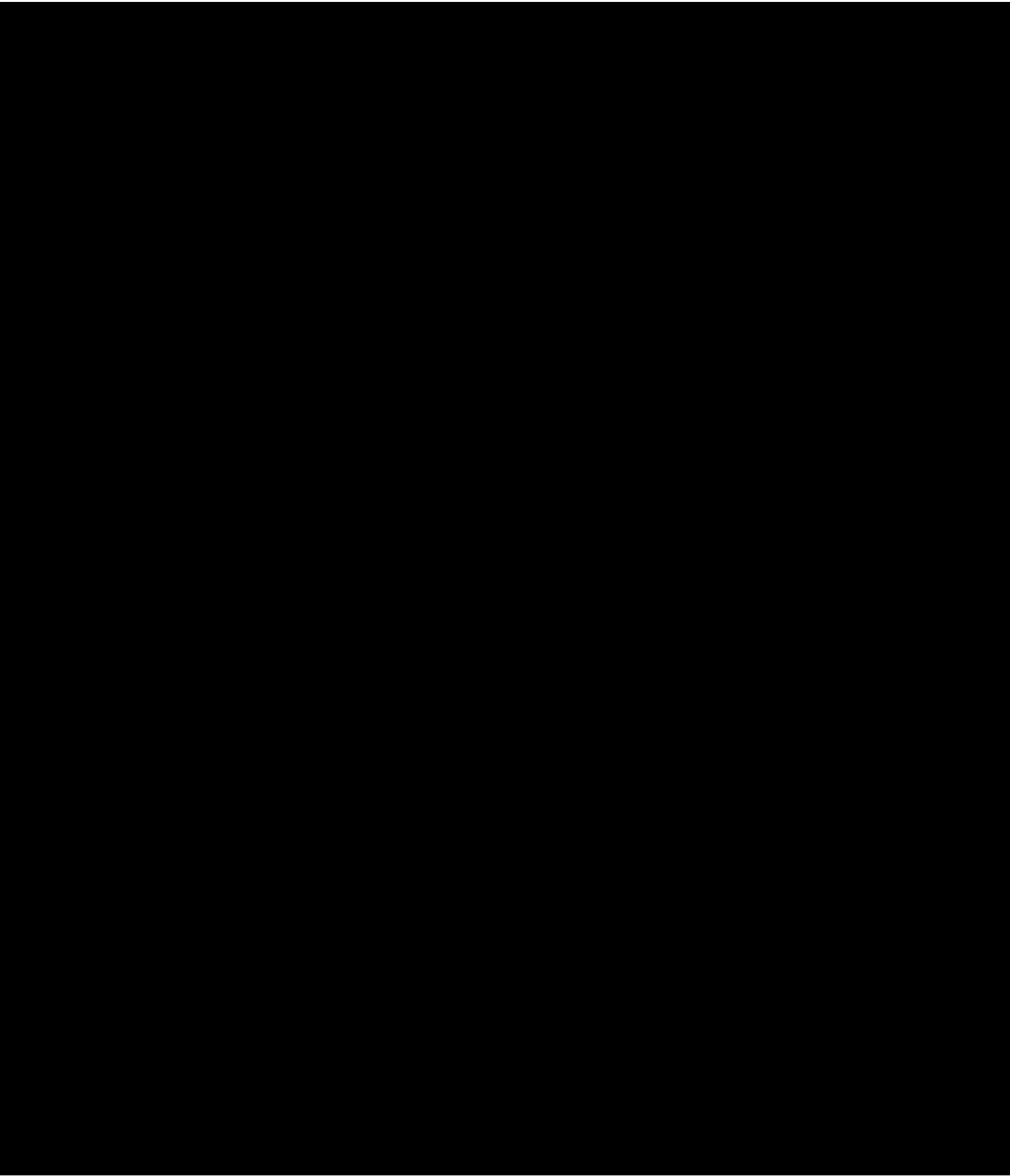


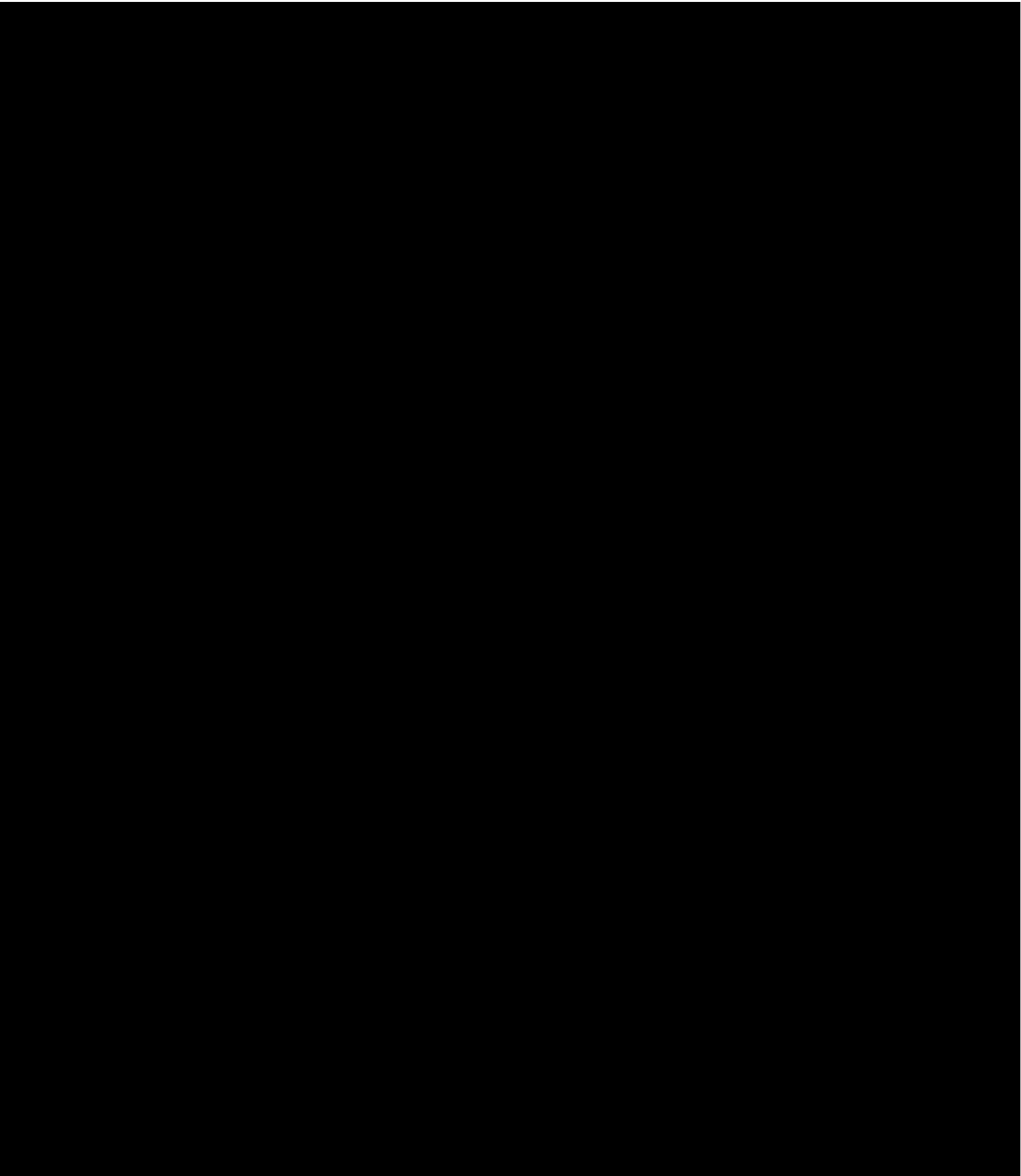












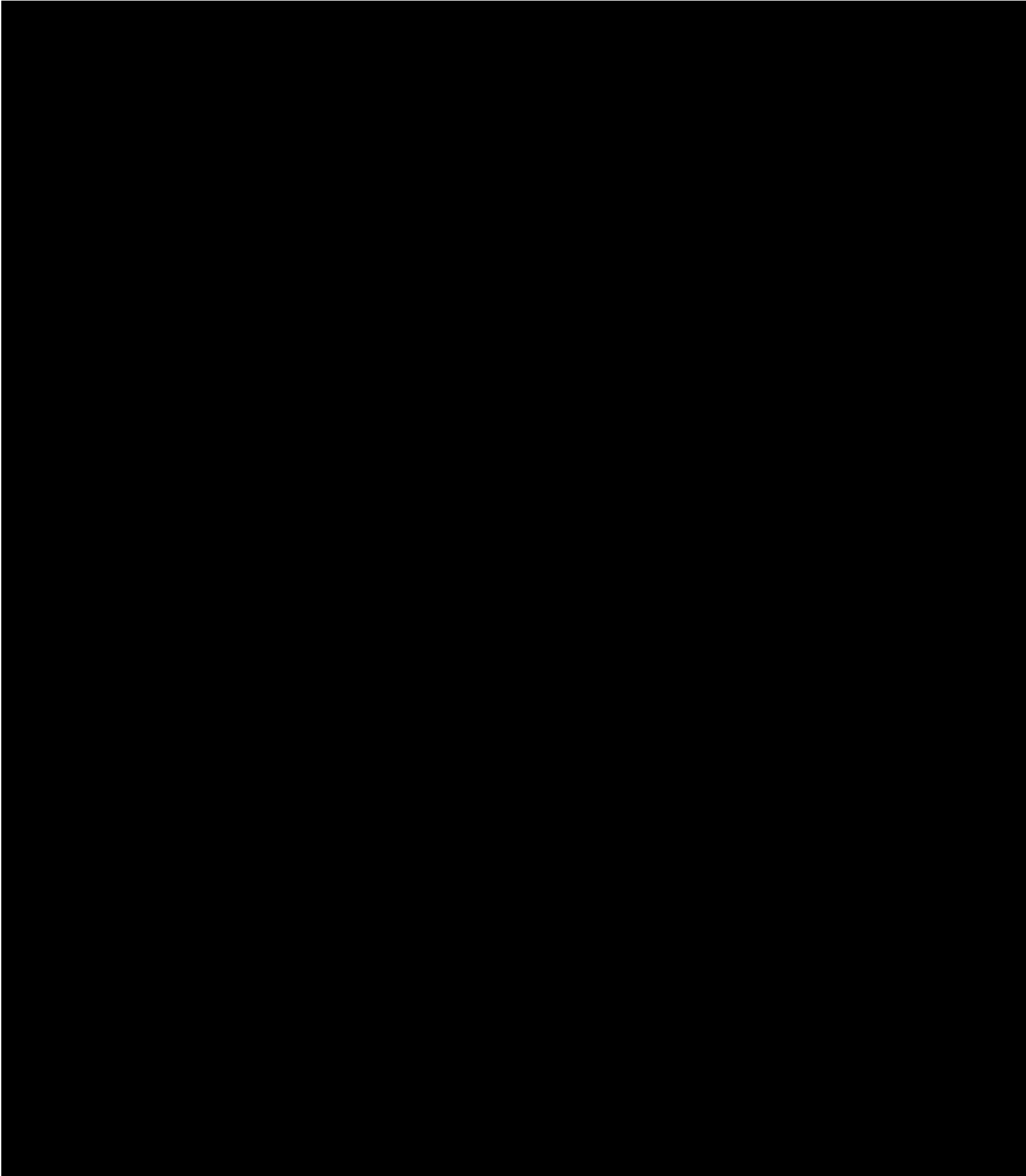


Exhibit B – Side Agreement

AGREEMENT

This Agreement, dated as of March 8, 2021, is made and entered by and among Mark A. Roberts of Alvarez & Marsal Holdings, LLC, in his capacity as Plan Administrator under the Debtors' Eighth Amended Joint Plan of Reorganization in the Bankruptcy Case (as defined below), on the one hand, and Energy Harbor Generation LLC ("Energy Harbor", and together with the Plan Administrator, the "Parties"), on the other hand.

WHEREAS, on March 31, 2018, FirstEnergy Solutions Corp. ("FES") and various affiliates filed Chapter 11 bankruptcy petitions in the United States Bankruptcy Court, Northern District of Ohio (the "Bankruptcy Court"), captioned *In re FirstEnergy Solutions Corp., et al.* (Case No. 18-50757 (AMK)) (the "Bankruptcy Case");

WHEREAS, on December 13, 2018, in the Bankruptcy Case, FES filed a complaint (the "Complaint") and initiated an adversary proceeding against Bluestone Energy Sales Corporation ("Bluestone"), captioned *FirstEnergy Solutions Corp. v. Bluestone Energy Sales Corp.* (Adv. P. No. 18-5100) (the "Adversary Proceeding");

WHEREAS, on February 27, 2020 the Eighth Amended Plan of Reorganization (the "Plan") became effective, and FES transferred its rights with respect to the Adversary Proceeding and the claims and causes of action asserted therein to Mark A. Roberts of Alvarez & Marsal Holdings, LLC as the administrator of the Plan (the "Plan Administrator");

WHEREAS, the parties to the Adversary Proceeding have reached a settlement to resolve the Adversary Proceeding (the "Settlement");

WHEREAS, the Settlement requires that, among other things, Bluestone transfer coal to Energy Harbor in exchange for Energy Harbor providing a cash payment to the Plan Administrator;

WHEREAS, pursuant to the Settlement, Bluestone will transfer coal to Energy Harbor pursuant to that certain Coal Transfer Agreement dated as of March 5, 2021 between Energy Harbor and Bluestone (the "Coal Transfer Agreement"); and

WHEREAS, the Parties intend for this Agreement to govern the cash payment from Energy Harbor to the Plan Administrator in furtherance of the Settlement.

NOW THEREFORE, in consideration of the promises, covenants, and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. **Payment.** Energy Harbor shall pay the Plan Administrator [REDACTED]. Payment shall be made via wire per the instructions provided in Exhibit A hereto. Energy Harbor shall make payment to the Plan Administrator as soon as reasonably practical, but any in case, not later than 30 days after the date that Energy Harbor receives coal from Bluestone.

2. Effective Date. This Agreement shall not enter force, and shall have no binding effect, until the occurrence of the Effective Date. The “Effective Date” is the first business day after the date that is fourteen (14) calendar days after the Bankruptcy Court’s entry of an order approving the Settlement (the “Settlement Approval Order”) on the docket of the Bankruptcy Case, provided, however, that in the event that the Settlement Approval Order is appealed or stayed, then the Effective Date shall be the earlier of the first business day after either (i) all appeals are exhausted and the Settlement Approval Order is affirmed without modification or (ii) the appeals are dismissed and any stay with respect to the Settlement Approval Order is no longer in effect.

3. Best Efforts. The Parties agree to use their reasonable best efforts to accomplish the purposes of this agreement.

4. Governing Law. This agreement, the rights and duties of the Parties hereunder, and any dispute arising out of or relating in any way to this agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles that would require the application of the law of any other jurisdiction.

5. Amendments; Waiver. No provision of this agreement may be amended, modified, waived or discharged unless it is agreed to in a writing signed by the Parties. The failure of a Party to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

6. Entire Agreement. This agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

7. Preparation of Agreement. The parties hereto have participated jointly in the negotiation and drafting of this agreement with the assistance of counsel and, in the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of this agreement.

8. Counterparts. This agreement may be executed in one or more original, facsimile or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the undersigned Parties have executed this agreement as of the day and year first written above.

ENERGY HARBOR GENERATION LLC

By: _____

Name:

Title:

PLAN ADMINISTRATOR

By:  _____

Name: Mark A. Roberts

Title: Managing Director

IN WITNESS HEREOF, the undersigned Parties have executed this agreement as of the day and year first written above.

ENERGY HARBOR GENERATION LLC

By: Rich A. Giarrantonio
Name: Rich A. Giarrantonio
Title: Executive Vice President and General Counsel

PLAN ADMINISTRATOR

By: _____
Name: Mark A. Roberts
Title: Managing Director

Exhibit A – Wire Instructions

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit C – Form of Stipulation of Dismissal

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:

PLEASANTS CORP., *et al.*,¹

Debtors,

FIRSTENERGY SOLUTIONS CORP.,

Plaintiff,

v.

BLUESTONE ENERGY SALES CORP.

Defendant.

Chapter 11

Case No. 18-50763 (AMK)
Cases Jointly Administered under
Case No. 18-50757 (AMK)
Hon. Judge Alan M. Koschik

Adversary No. 18-05100-AMK

STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41, as made applicable herein by Federal Rule of Bankruptcy Procedure 7041, the undersigned counsel hereby stipulate to the voluntary dismissal with prejudice of the above-captioned action. The parties agree to bear their own attorneys' fees, costs, and expenses.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Energy Harbor Generation LLC (0561), case no. 18-50762; Pleasants Corp. (5914), case no. 18-50763; Energy Harbor Nuclear Generation LLC (6394), case no. 18-50760; Energy Harbor Nuclear Corp. (1483), case no. 18-50761; and Energy Harbor LLC (0186), case no. 18-50757. The Debtors' address is: 168 E. Market Street, Akron, OH 44308.

Dated:

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
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