ENERGY HARBOR CORP.

STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (this "Agreement") is made as of the 27th day of February, 2020, by and among Energy Harbor Corp., a Delaware corporation (the "Company"), each of the Initial Stockholders and each Person that hereafter becomes a Stockholder and becomes a party to this Agreement.

W I T N E S S E T H :

WHEREAS, on March 31, 2018, the Company and certain of its Subsidiaries and affiliates (the "Debtors") filed a joint plan of reorganization under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court");

WHEREAS, on October 16, 2019, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Debtors' Eighth Amended Joint Plan of Reorganization (the "Plan") pursuant to the Bankruptcy Code;

WHEREAS, on or as of the date hereof, (i) the effective date as provided for in the Plan and the Confirmation Order (the "Effective Date") occurred, and (ii) a total of approximately 100 million shares of the Company's Common Stock were issued pursuant to the Plan;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Initial Stockholders have executed, or pursuant to the Plan and the Confirmation Order are deemed to have entered into, this Agreement to govern certain rights of the Stockholders and to provide certain other rights and obligations among them; and

WHEREAS, pursuant to the Certificate of Incorporation, for so long as this Agreement is in effect, shares of Common Stock may not be transferred to a Person after the Effective Date unless such Person shall enter into, and become bound by, this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the definitions set forth below:

(a) "Ad Hoc Noteholder Group" means members of the ad hoc group of certain holders of (i) pollution control revenue bonds supported by notes (the "PCNs") issued by FirstEnergy Generation, LLC and FirstEnergy Nuclear Generation, LLC and (ii) certain unsecured

notes (the "FES Notes") issued by FirstEnergy Solutions Corp. (which group includes holders of at least 50% of the outstanding amount of PCNs and FES Notes, in the aggregate).

(b) "Affiliate" means, with respect to any Person, any other Person that (either directly or indirectly) controls, is controlled by, or is under direct or indirect common control with the specified Person. The term "control" means the possession, directly or indirectly, sole or shared, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "Agreement" has the meaning specified in the preamble of this Agreement.

(d) "Alternative Rights Notice" has the meaning specified in Section 3.2.

(e) "Alternative Rights Offer" has the meaning specified in Section 3.2.

(f) "Avenue" means Avenue Capital Management II L.P. and any successor entity.

(g) "Avenue Designee" means one (1) member of the Board that may be designated by (i) Avenue, for so long as Avenue and its Affiliates in the aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold, or (ii) a Qualified Avenue Assignee.

(h) "Bankruptcy Code" has the meaning specified in the recitals to this Agreement.

(i) "Bankruptcy Court" has the meaning specified in the recitals to this Agreement.

(j) "Board" means the board of directors of the Company or any body performing a similar function.

(k) "Business Day" means any day (other than a day which is a Saturday, Sunday or legal holiday in the State of New York) on which banks are open for business in the City of New York.

(l) "Bylaws" means the Bylaws of the Company in effect as of the date hereof and as may be in effect from time to time.

(m) "Capital Stock" means the Common Stock and any and all other shares or equivalents units of capital stock of the Company, whether voting or nonvoting and whether common or preferred.

(n) "Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company in effect as of the date hereof and as may be in effect from time to time.

(o) "Common Stock" means the common stock of the Company and any Capital Stock into which such Common Stock may hereafter be converted or changed (in any manner contemplated by Section 8.13).

(p) "Company" has the meaning specified in the preamble of this Agreement.

(q) "Confidential Information" means all non-public, proprietary information (financial or otherwise), reports, data, know-how, trade secrets, ideas, concepts, techniques and other intellectual property rights concerning the businesses and activities of the Company, or any other Stockholder to the extent related to the Company or its investment in the Company; *provided, however*, that Confidential Information, with respect to the confidentiality obligations of a particular Stockholder, shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by such Stockholder or its Affiliates in breach of this Agreement, (ii) was in such Stockholder's or its Affiliates' possession or available to such Stockholder or its Affiliates prior to the disclosure of such information to such Stockholder by the Company, its Affiliates, representatives or agents, (iii) becomes available to such Stockholder or its Affiliates from a source other than the Company, its Affiliates, representatives or agents, provided that such source is not known by such Stockholder or its Affiliates to be bound by a confidentiality agreement with the Company, its Affiliates, representatives or agents, or (iv) is independently developed by such Stockholder or its Affiliates without reliance on the Confidential Information.

(r) "Confirmation Order" has the meaning specified in the recitals to this Agreement.

(s) "Data Room" has the meaning specified in Section 6.1.

(t) "Debtors" has the meaning specified in the recitals to this Agreement.

(u) "Designation Threshold" means a number of shares of Common Stock equal to seven and one-half percent (7.5%) of the outstanding shares of Common Stock, which for these purposes shall exclude any shares of Common Stock issued by the Company at any time following the Effective Date as provided in clauses (iii) and (v) through (viii) of the definition of Excluded Issuance.

(v) "DGCL" means the Delaware General Corporation Law in effect as of the date hereof and as may be amended from time to time.

(w) "Effective Date" has the meaning specified in the recitals to this Agreement.

(x) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

(y) "Excluded Issuance" means (i) shares of Common Stock issued as of the Effective Date pursuant to the Plan; (ii) New Securities issued by means of a stock-split, stock dividend or pro rata distribution to all holders of Common Stock; (iii) shares of Common Stock or other equity awards issued pursuant to the Management Equity Plan or any future management equity plan approved by the Board; (iv) New Securities issued upon the exercise of options,

warrants or other rights, or upon the conversion or exchange of convertible securities, in each case provided such issuance is pursuant to the terms of such option, warrants, rights or convertible securities and such options, warrants, rights and convertible securities were issued in compliance with the terms of this Agreement; (v) New Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board; (vi) New Securities issued as acquisition consideration pursuant to the acquisition by the Company or any Subsidiary of the Company of the securities or assets of another Person by merger, consolidation, share exchange, purchase of assets or similar business combination transaction; (vii) New Securities issued pursuant to a bona fide joint venture, collaboration, technology license, development, marketing or other similar agreement or strategic partnership approved by the Board; (viii) New Securities issued in a bona fide settlement of litigation approved by the Board; (ix) New Securities issued in a bona fide underwritten public offering in which the anticipated proceeds to the Company are not less than $100 million; and (x) any capital stock or other securities issued by a Subsidiary of the Company to the Company or any of its wholly-owned Subsidiaries.

(z) "Foreign Person" means any Person other than a Person that is treated as a U.S. person under the United States Internal Revenue Code of 1986, as amended.

(aa) "GAAP" means generally accepted accounting principles in the United States.

(bb) "independent," when used to describe the relationship of a Person with respect to any other Person, means that the former Person is independent of the latter Person as determined in accordance with the independence standards of The New York Stock Exchange or The Nasdaq Stock Market, *mutatis mutandis*.

(cc) "Independent Director" means a director designated as such, who is independent of the Company and from each Stockholder with director designation rights under the terms of this Agreement, and who is not an Affiliate of any such Stockholders.

(dd) "Initial Stockholder" means (i) any Person that received shares of Common Stock as of the Effective Date pursuant to the Plan and executed a counterpart of this Agreement; and (ii) any other Person that received shares of Common Stock, beneficially or of record, as of the Effective Date pursuant to the Plan and is deemed to have entered into this Agreement pursuant to the Plan and the Confirmation Order as further specified in Section 8.7 hereof, Section IV.B.5 of the Plan and Section II.O.98 of the Confirmation Order.

(ee) "Listing Event" means the Common Stock's becoming listed for trading (as the term "listed" is defined in Rule 3b-1 of the Exchange Act) on The New York Stock Exchange or The Nasdaq Stock Market.

(ff) "Management Equity Plan" means any option, bonus, incentive or similar compensation plan for members of the management of the Company and/or its Subsidiaries providing for the issuance of equity securities (as such term is defined in Rule 3a11-1 under the Exchange Act) adopted by the Board.

(gg) "Mansfield RSA Majority" means members of the ad hoc group of certain holders of pass-through certificates (any claims of holders arising therefrom, the "Certificate Claims") issued in connection with the sale-leaseback transaction for Unit 1 of the Bruce Mansfield Power Plant, holding at least 65% of the total aggregate outstanding principal amount of the Certificate Claims held by such group.

(hh) "MD&A" has the meaning specified in Section 6.1.

(ii) "New Securities" means, collectively, (i) any Capital Stock, (ii) any options, warrants or other rights to acquire Capital Stock, (iii) any securities that are convertible into or exchangeable for Capital Stock and (iv) any options, warrants or other rights to acquire any of the foregoing.

(jj) "New Securities Issuance Transaction" has the meaning specified in Section 3.1.

(kk) "Nuveen" means Nuveen Asset Management, LLC and any successor entity.

(ll) "Nuveen Designee" means each of two (2) members of the Board that may be designated by (i) Nuveen, for so long as it and its Affiliates in the aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold, or (ii) a Qualified Nuveen Assignee.

(mm) "Person" means an individual, partnership, corporation, unincorporated organization, joint stock company, limited liability company, limited liability partnership, limited liability limited partnership, association, trust or joint venture, or a governmental agency or political subdivision thereof.

(nn) "Plan" has the meaning specified in the recitals to this Agreement.

(oo) "Preemptive Purchaser" has the meaning specified in Section 3.1.

(pp) "Preemptive Rights Notice" has the meaning specified in Section 3.1.

(qq) "Preemptive Rights Offer" has the meaning specified in Section 3.2.

(rr) "Preemptive Stockholder" has the meaning specified in Section 3.1.

(ss) "Preferred Stock" has the meaning specified in the Certificate of Incorporation.

(tt) "Pro Rata Portion" has the meaning specified in Section 3.1.

(uu) "Qualified Avenue Assignee" means a Person to whom Avenue has assigned its right under this Agreement to designate the Avenue Designee in connection with the transfer to such Person by Avenue and its Affiliates of a number of shares of Common Stock equal to at least the Designation Threshold, but only for so long as such Person and its Affiliates in the

aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold.

(vv) "Qualified Nuveen Assignee" means a Person to whom Nuveen has assigned its right under this Agreement to designate one or both Nuveen Designees in connection with the transfer to such Person by Nuveen and its Affiliates of a number of shares of Common Stock equal to at least the Designation Threshold, but only for so long as such Person and its Affiliates in the aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold.

(ww) "Reporting Event" means (i) the Company's becoming an SEC Registrant or (ii) the Company's being obligated to file periodic reports with the SEC under Section 15(d) of the Exchange Act, but a Reporting Event shall be deemed to have occurred under this clause (ii) only for so long as the Company continues to file such periodic reports.

(xx) "Restricted Person" has the meaning specified in Section 6.2.

(yy) "SEC" means the United States Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act.

(zz) "SEC Registrant" means an issuer with a class of equity securities registered under the Exchange Act.

(aaa) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

(bbb) "Segment Information" means (i) revenue, (ii) capacity factors, (iii) safety data, (iv) reliability data, (v) residential customer count (with respect to the retail segment) and (vi) sales volumes (in TWh) with respect to the retail segment (reported to the nearest tenth of a TWh).

(ccc) "Stockholders" means (i) the Initial Stockholders, and (ii) any other Person that is a holder beneficially or of record of issued and outstanding shares of Common Stock (whether acquired from another Stockholder or from the Company). The term "Stockholder" means any one of the Stockholders (and, in the case of a Stockholder who is a natural person, the term "Stockholder" also includes such Stockholder's legal representatives, executors or administrators when the context so requires).

(ddd) "Subsidiary" means any Person in which the Company, directly or indirectly through one or more Subsidiaries or otherwise, beneficially owns more than 50% of either the equity interests in, or the voting power of, such Person.

(eee) "Transfer" means (a) any direct or indirect sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of Common Stock (including (x) the granting of any option or entering into any agreement for the future sale, transfer or other disposition of Common Stock, or (y) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Common Stock), whether voluntary or involuntary, whether of record, constructively or beneficially and whether by operation of law or

otherwise, and (b) any other transaction or event, including without limitation a merger, consolidation, or acquisition of any Person, or the aggregation of the Common Stock beneficially owned by one Person with the Common Stock beneficially owned by any other Person, which would affect the beneficial ownership of Common Stock; *provided*, that for purposes of the definition of "Qualified Avenue Assignee" and "Qualified Nuveen Assignee," the term "Transfer" shall not include a bona fide pledge, hypothecation or similar disposition.

(fff) "UCC" means the statutory committee of unsecured creditors appointed in the chapter 11 cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on April 11, 2018, the membership of which may be reconstituted at any time.

ARTICLE II

BOARD OF DIRECTORS

SECTION 2.1 Designation Rights.

(a) (i) Nuveen, for so long as it and its Affiliates in the aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold and it has not assigned such right with respect to a particular Nuveen Designee to a Qualified Nuveen Assignee, or (ii) any Qualified Nuveen Assignee, shall have the right to designate one or both of the Nuveen Designees as provided in this Article II.

(b) (i) Avenue, for so long as it and its Affiliates in the aggregate beneficially own a number of shares of Common Stock at least equal to the Designation Threshold and it has not assigned such right to a Qualified Avenue Assignee, or (ii) any Qualified Avenue Assignee, shall have the right to designate the Avenue Designee as provided in this Article II.

(c) Anything to the contrary in this Agreement notwithstanding, no Nuveen Designee or Avenue Designee shall be an individual employed by, or serving as a consultant to, or otherwise constituting an Affiliate of, a competitor of the Company, as reasonably determined by a majority of the members of the Board, not including members of the Board who are Affiliates of the Person having the right to designate such Nuveen Designee or Avenue Designee, as the case may be.

SECTION 2.2 Board Composition.

(a) The following persons shall be appointed to the Board as of the Effective Date, and shall serve as the initial members of the Board:

(i) One (1) member who shall be the chief executive officer of the Company;

(ii) Mr. John Kiani, who shall serve as the initial chairman of the Finance and Strategy Committee (as described in the Bylaws) and Executive Chairman of the Board (as described in the Bylaws);

(iii) Two (2) members designated by Nuveen on behalf of itself and its affiliated investment funds; *provided*, that one (1) such member shall (i) be independent of each

Stockholder with director designation rights, including Nuveen, and (ii) be reasonably acceptable to the Mansfield RSA Majority;

(iv) One (1) member designated by Avenue;

(v) One (1) member designated jointly by the Ad Hoc Noteholder Group and the Mansfield RSA Majority, subject to the reasonable consent of the UCC;

(vi) One (1) member designated jointly by the Ad Hoc Noteholder Group, the Mansfield RSA Majority, and the UCC; and

(vii) One (1) member, who shall be the Independent Director, designated jointly by the Ad Hoc Noteholder Group, the Mansfield RSA Majority, and the UCC, who shall not be an Affiliate, and shall otherwise be independent, of any Stockholder with director designation rights under the terms of this Agreement.

(b) From and after the Effective Date, the Board shall take such action to nominate, and each Stockholder agrees to vote, or cause to be voted, all shares of Common Stock owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times and in whatever manner as shall be necessary, to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(i) The Nuveen Designees;

(ii) The Avenue Designee;

(iii) The Independent Director; and

(iv) The chief executive officer of the Company.

(c) If and to the extent there shall be no Person having the right to designate one or both of the Nuveen Designees or the Avenue Designee in accordance with Section 2.1, or the Person having such right of designation affirmatively declines by notice to the Board to exercise such right or timely fails, subject to Section 2.3, to exercise such right (but in such case only for so long as such Person has not affirmatively indicated by notice to the Board that it is again exercising such right of designation), the provisions of Section 2.2(b) shall be inapplicable to such Nuveen Designee(s) or Avenue Designee, and position(s) on the Board that would otherwise have been filled by such Nuveen Designee(s) or Avenue Designee shall instead be filled in in accordance with, and pursuant to, the Certificate of Incorporation, the Bylaws and the DGCL applicable to the designation and election or appointment of directors generally.

SECTION 2.3 Failure to Designate a Board Member. In the absence of any designation from a Person having the right to designate a director as specified in this Agreement, and for so long as such Person shall continue to have such right of designation, the director previously designated by such Person and then serving shall be re-nominated by the Board, and reelected by the Stockholders as provided in Section 2.2(b), if such director remains eligible and willing to serve as provided herein and otherwise.

SECTION 2.4 Removal of Board Members; Vacancies. The Board shall take such action, and each Stockholder agrees to vote, or cause to be voted, all shares of Common Stock owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times and in whatever manner, as shall be necessary to ensure that:

(i) no director elected pursuant to Section 2.2(b)(i) or Section 2.2(b)(ii) may be removed from office unless (i) such removal is for "cause," as such term is commonly understood under section 141(k) of the DGCL, in accordance with the Bylaws; (ii) such removal is directed or approved by the Person having the right under this Agreement to designate that director; or (iii) the Person entitled to designate such director is no longer so entitled to designate or approve such director, as provided in Section 2.2(c);

(ii) upon the request of any Person having the right to designate a director as provided in Section 2.1(a) or Section 2.1(b) to remove such director, such director shall be removed;

(iii) the Independent Director shall not be removed other than for "cause," as such term is commonly understood under section 141(k) of the DGCL;

(iv) any vacancies created by the resignation, removal, death or incapacity of a director elected pursuant to Section 2.2(b)(i) or Section 2.2(b)(ii) shall be filled pursuant to the provisions of Section 2.2(b) as directed by the Person having the right to designate such director; and

(v) any vacancies created by the resignation, removal, death or incapacity of a director elected pursuant to Section 2.2(b)(iii) or Section 2.2(b)(iv) shall be filled by a replacement director satisfying the criteria for nomination and election of the director whose resignation, retirement, death or incapacity created such vacancy.

SECTION 2.5 Other Actions.

(a) All Stockholders agree, if so requested by the Board or any Person having the right to designate a director (with respect to such director), to execute any written consents in lieu of a meeting of stockholders in order to elect directors as provided in this Article II.

(b) The Board, at the request of any Person having the right to designate a director, shall call a special meeting of stockholders in order to elect such director as provided in this Article II.

SECTION 2.6 No Liability for Election of Designated Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

ARTICLE III

PREEMPTIVE RIGHTS

SECTION 3.1 Preemptive Rights Offer.

(a) The Company shall not sell or otherwise issue to any Person (including any then-current Stockholder) (a "Preemptive Purchaser"), in one transaction or series of related transactions, any New Securities, other than pursuant to an Excluded Issuance (each such sale or issuance a "New Securities Issuance Transaction"), unless the Company (x) first delivers written notice (the "Preemptive Rights Notice") to each Stockholder party to this Agreement that, together with its Affiliates, holds shares of Common Stock representing in the aggregate 0.5% or more of the then issued and outstanding shares of Common Stock on a fully diluted basis (a "Preemptive Stockholder") identifying the terms of the New Securities (including the price, number or aggregate principal amount and type of securities, and all other material terms) and (y) offers (a "Preemptive Rights Offer") to each Preemptive Stockholder the opportunity to purchase a portion of the New Securities determined in accordance with Section 3.1(b) (a "Pro Rata Portion") on terms and conditions, including price, not less favorable to the Preemptive Stockholder than those on which the Company proposes to sell or issue the New Securities to the Preemptive Purchaser.

(b) A Preemptive Stockholder's Pro Rata Portion shall be equal to (x) the total number of New Securities subject to the sale or issuance *multiplied* by (y) a fraction, (A) the numerator of which is the number of then-issued and outstanding shares of Common Stock owned by the Preemptive Stockholder on a fully diluted basis, and (B) the denominator of which is the total number of the then-issued and outstanding shares of Common Stock on a fully diluted basis. "Fully diluted basis" means on a basis as if all options, warrants, other rights or convertible or exchangeable securities that are exercisable or exchangeable for or convertible into Common Stock directly or indirectly, have been so exercised, exchanged or converted by a Preemptive Stockholder, or by all holders of such options, warrants, rights or convertible or exchangeable securities, as the case may be.

(c) The Company's offer to a Preemptive Stockholder shall remain open for a period of twenty (20) days after the Preemptive Rights Notice is delivered in accordance with Section 8.2 (or if such day is not a Business Day, the following Business Day), during which time the Preemptive Stockholder may accept such offer by written notice to the Company setting forth the number of such New Securities to be purchased by such Preemptive Stockholder, up to a maximum amount equal to such Preemptive Stockholder's Pro Rata Portion.

(d) In the event that a Preemptive Stockholder declines to exercise the option to purchase its Pro Rata Portion of any New Securities Issuance Transaction, such Preemptive Stockholder shall be deemed to have permanently waived the preemptive rights granted under this Section 3.1 in connection with such New Securities Issuance Transaction but shall remain eligible to participate in any future New Securities Issuance Transaction pursuant to this Section 3.1. If, at the end of one hundred eighty (180) calendar days following the delivery of the Preemptive Rights Notice, the Company shall not have completed the New Securities Issuance Transaction, then any acceptance by a Preemptive Stockholder shall be null and void and it shall be necessary for the Company to issue a separate Preemptive Rights Notice that complies with the terms and provisions

of this Section 3.1 in order for the Company to subsequently consummate such proposed New Securities Issuance Transaction.

(e) References in this Section 3.1 and Section 3.2 to issuances of New Securities by the Company shall include issuances of New Securities by any wholly-owned Subsidiary of the Company, and the Company shall cause any Subsidiary that proposes to issue any New Securities to comply with the provisions of this Section 3.1 and Section 3.2 to the same extent as applicable to the Company.

SECTION 3.2 Alternative Rights Offer.

(a) Anything to the contrary in Section 3.1 notwithstanding, if the Company proposes to engage in a New Securities Issuance Transaction, then, in lieu of complying with Section 3.1 in respect thereof, the Company may, no later than twenty (20) days after the date on which such New Securities Issuance Transaction is finally consummated, deliver written notice (the "Alternative Rights Notice") to each Preemptive Stockholder identifying the terms of the New Securities (including the price, number or aggregate principal amount and type of securities, and all other material terms) and (y) offer (the "Alternative Rights Offer") to each Preemptive Stockholder the opportunity to purchase New Securities, on terms and conditions, including price, not less favorable to the Preemptive Stockholder than those on which the Company sold New Securities in the New Securities Issuance Transaction, in an amount such that, after taking account of all New Securities issued in the New Securities Issuance Transaction and pursuant to the Alternative Rights Offer, including the New Securities issued to such Preemptive Stockholder and all other Preemptive Stockholders, the Pro Rata Portion of such Preemptive Stockholder would remain unchanged.

(b) All other terms of an Alternative Rights Offer shall be the same as the terms of a Preemptive Rights Offer, as set forth in Section 3.1, *mutatis mutandis*.

ARTICLE IV

TRANSFER RESTRICTIONS

SECTION 4.1 Incorporation.

The provisions of Section 6 of the Certificate of Incorporation ("Transfer of Shares"), as they may be amended from time to time, are incorporated by reference into this Article IV and thereby made a part of this Agreement. In addition, and not by way of limitation of the foregoing, no Stockholder shall Transfer any shares of Common Stock to any Person unless such transferee confirms that, effective upon consummation of such Transfer (or if such Transfer is a pledge, hypothecation or similar devise of a security interest, upon any foreclosure thereof), such Person will become a party to this Agreement by execution of a joinder agreement substantially in the form of Exhibit A hereto or such other form of documentation as shall be approved by the Board of Directors, and each of the representations and warranties in Section 7.1 will be true and correct with respect to such Person.

ARTICLE V

DRAG-ALONG AND TAG-ALONG TRANSACTIONS

SECTION 5.1 Incorporation.

The provisions of Section 7 of the Certificate of Incorporation ("Drag-Along Transactions; Tag-Along Transactions"), as they may be amended from time to time, are incorporated by reference into this Article V and thereby made a part of this Agreement.

ARTICLE VI

STOCKHOLDER INFORMATION RIGHTS; CONFIDENTIALITY

SECTION 6.1 Stockholder Information Rights.

(a) Stockholders who are a party to this Agreement shall have the right to receive:

(i) within two hundred seventy (270) days after the Effective Date with respect to the fiscal year ended December 31, 2019, and within one hundred twenty (120) days after the end of each subsequent fiscal year of the Company, an annual report containing (x) audited consolidated financial statements of the Company and its subsidiaries for such fiscal year (provided, that, information for any period ending on or prior to December 31, 2019 shall be with respect to FirstEnergy Solutions Corp. and its subsidiaries) and the prior fiscal year (including balance sheets, statements of operations and statements of cash flows for such fiscal years as would be required to be included in an Annual Report on Form 10-K if the Company (or FirstEnergy Solutions Corp., as applicable) were an SEC Registrant, which financial statements shall include footnotes and Segment Information for retail and generation but specifically exclude segment financial reporting), certified by a national accounting firm and prepared in accordance with GAAP, (y) a management's discussion and analysis of financial condition and results of operations ("MD&A"), in narrative form, with respect to such financial statements (such MD&A to be substantially similar to that which would be required to be included in an Annual Report on Form 10-K if the Company were an SEC registrant and (z) information regarding any securities of the Company repurchased by the Company during the applicable fiscal year;

(ii) within sixty (60) days after the end of any of the first three (3) fiscal quarters of each fiscal year beginning with the fiscal quarter ending March 31, 2020, a report containing (x) unaudited condensed consolidated financial statements of the Company and its subsidiaries for such quarter and the year-to-date period and the comparable periods of the prior fiscal year (including balance sheets, statements of operations and statements of cash flows as would be required to be included in a Quarterly Report on Form 10-Q if the Company were an SEC Registrant, which financial statements shall include footnotes and Segment Information for retail and generation but specifically exclude segment financial reporting), prepared in accordance with GAAP, (y) an MD&A, in narrative form, with

respect to such financial statements (such MD&A to be substantially similar to that which would be required to be included in a Quarterly Report on Form 10-Q if the Company were an SEC registrant; provided, that, information regarding the applicable comparable periods of the prior fiscal year will not be required in connection with the financial statements to be delivered within sixty (60) days after the end of the first three fiscal quarters of fiscal year 2020) and (z) information regarding any securities of the Company repurchased by the Company during the applicable fiscal quarter;

(iii) no later than March 31, 2020, unaudited consolidated financial statements of FirstEnergy Solutions Corp. and its subsidiaries for the fiscal year ended December 31, 2019, prepared in accordance with GAAP;

(iv) within sixty (60) days after the end of the fourth fiscal quarter of each fiscal year beginning with the fourth fiscal quarter ended December 31, 2020, unaudited financial information regarding the financial results of the Company and its subsidiaries for such fiscal quarter (but excluding any MD&A);

(v) written notice of the occurrence of any event that would be required to be reported by the Company in a Current Report on Form 8-K if the Company were an SEC Registrant with respect to events requiring disclosure under Items 1.01, 1.02, 1.03, 2.01 (which, for the avoidance of doubt, will not require financial information under Item 9.01), 2.03, 2.04, 3.03, 4.02, 5.01, 5.02 (other than compensation-related information required thereunder, including vesting metrics and valuation methodologies, except that whenever the Company would be required to make disclosures under Item 5.02(e) with respect to a compensatory plan, contract or arrangement to which an executive officer is a party or in which the executive officer participates, the Company shall disclose the total annual cash compensation of, and total number of shares beneficially owned by, the executive officer, after giving effect to such plan, contract or arrangement) and 5.03 of Form 8-K and the commencement of any stock buyback program by the Company, which information shall be made available (x) from the day following the Effective Date through the six (6) month anniversary of the Effective Date, within fifteen (15) Business Days of the occurrence of the applicable triggering event described above (but, for the avoidance of doubt, only with respect to events occurring after the Effective Date) and (y) after the six (6) month anniversary of the Effective Date, within ten (10) Business Days after the occurrence of the applicable triggering event described above;

(vi) notice of the sale of New Securities to a third party that generates in excess of $10 million of proceeds, which notice shall be made available within the time period set forth in clause (v) above, unless such sale is subject to, and the Company has complied with, the provisions of Section 3.1 with respect thereto; and

(vii) promptly upon the written request of any Stockholder that is a Foreign Person (or any Stockholder that is not a Foreign Person that is taxable as a partnership for United States federal income tax purposes and has at least one beneficial owner that is a Foreign Person), a statement satisfying the requirements of the applicable Treasury regulations under Section 1445 of the Internal Revenue Code signed by an authorized representative of the Company (and the Company shall duly file a corresponding notice

with the Internal Revenue Service pursuant to the applicable Treasury regulations under Section 897 of the Internal Revenue Code) setting forth the Company's determination of whether the Company is a U.S. Real Property Holding Corporation for the purposes of the Foreign Investment in Real Property Tax Act of 1980 at any time during the period such foreign Stockholder held their Common Stock, provided that no such statement shall be required to be delivered to any Person that is not described in Treasury Regulation Section 1.897-1(c)(2)(iii)(A) at any time that the Company is regularly traded on an established securities market within the meaning of Section 897(c)(3) of the Internal Revenue Code.

(b) The reporting required by Section 6.1(a) shall be subject to the following qualifications:

(i) the Company will not be required by clauses (i) - (v) of Section 6.1(a) to deliver any reports that are more extensive or more detailed than those that would be required if the Company were an SEC Registrant;

(ii) the Company will not be required by clauses (i) and (ii) of Section 6.1(a) to make any MD&A disclosures solely to the extent that the Board reasonably determines, after taking into account confidentiality, regulatory and market considerations, that such disclosure would cause material harm to the Company's business;

(iii) for purposes of clauses (i) and (ii) of Section 6.1(a), for any period ending prior to the six (6) month anniversary of the Effective Date, if the Board reasonably determines that despite the Company's reasonable best efforts it is unable to comply with one or more then-applicable SEC requirements with respect to such financial statements, the Company shall make available financial statements that are prepared on a basis substantially consistent with the above other than such then-applicable SEC requirements that the Company is unable to comply with (so long as in all cases such financial statements include a balance sheet, statement of income and statement of cash flows prepared in accordance with GAAP);

(iv) the Company will not be required by clause (v) of Section 6.1(a) to make any current disclosures solely to the extent that the Board reasonably determines, after taking into account confidentiality, regulatory and market considerations, that such disclosure would cause material harm to the Company's business; and

(v) the reporting requirements of Section 6.1(a) shall cease to apply at such time as there shall have occurred a Reporting Event.

(c) The reports required by clauses (i) - (vi) of Section 6.1(a) above, shall be delivered via a secured website (the "Data Room") requiring entry into a customary "Click Through" non-disclosure agreement consistent with Section 6.2 hereof. The statement required by clause (vii) of Section 6.1(a) shall be delivered by e-mail to the requesting Stockholder.

(d) From and after the end of the fiscal year ended December 31, 2020, as promptly as practicable, but no earlier than three (3) Business Days following the quarterly and annual financial statements described in clauses (i) and (ii) of Section 6.1(a) above for the applicable fiscal years and quarters being posted to the Data Room, the Company will hold a

conference call to discuss the results of operations and to answer questions posed by Stockholders; provided, that, all questions must be submitted in writing to the Company in advance of such conference call and the Company shall not be obligated to answer any question that the Company determines, after taking into account confidentiality, regulatory and market considerations, that such answer would cause material harm to the Company's business.

SECTION 6.2 Confidentiality.

(a) Each Stockholder covenants and agrees that (i) it will hold all Confidential Information, whether received from the Company, another Stockholder or any Affiliate of any Stockholder, in strict confidence; (ii) it will treat all such Confidential Information with at least the same degree of care as it would treat its own confidential or proprietary information; and (iii) it will not: (x) communicate, divulge or disseminate such Confidential Information to any Person at any time except in accordance with the terms of this Agreement; or (y) use such Confidential Information for a purpose unrelated to the Company or its business and affairs or such Stockholder's investment in the Company.

(b) Notwithstanding anything herein to the contrary, a Stockholder may disclose Confidential Information (i) to its employees, officers, directors, agents, lenders, contractors and advisors to the extent such Person (x) needs to know such information in connection with the transactions contemplated by this Agreement or the businesses and activities of the Company, (y) is instructed as to the confidential nature thereof and (z) is bound by a duty of confidentiality that extends to such Confidential Information that is at least as stringent as the terms of this Section 6.2; (ii) for purposes of complying with any subpoena, order or other legal process, or to a regulatory body, pursuant any applicable regulatory requirements, to which such Stockholder or any of its Affiliates are subject in compliance with Section 6.2(c); or (iii) as provided in Section 6.2(d).

(c) If a Stockholder receives a request to disclose any Confidential Information pursuant to any subpoena, order or legal process, such Stockholder shall (i) promptly notify the Company of such request, (ii) consult with the Company as to the advisability of taking steps to resist or narrow such request, and (iii) reasonably cooperate with the Company, at the expense of the Company, in any attempt it or they make to obtain an order or other assurance that any Confidential Information so disclosed will be given confidential treatment to the maximum extent practicable under the circumstances. If a Stockholder determines that it is required to disclose any Confidential Information to a regulatory body pursuant to applicable regulatory requirements, it shall similarly use reasonable efforts to obtain assurances that any Confidential Information so disclosed will be given confidential treatment to the maximum extent practicable under the circumstances.

(d) Subject to the following sentence, a Stockholder that proposes to sell any shares of Common Stock to any potential transferee in compliance with the transfer restrictions contained in the Certificate of Incorporation or this Agreement may make available to such potential transferee Confidential Information, subject to such potential transferee entering into an agreement with the Company to comply with the confidentiality provisions of this Section 6.2, including through entry into a customary "Click Through" non-disclosure agreement as described in Section 6.1. No such information may be shared with a potential transferee that is a Restricted

Person. "Restricted Person" shall mean any Person determined by the Board to be a material customer, supplier or competitor of the Company, the disclosure to whom of Confidential Information could result in commercial or competitive harm to the Company, and in each case listed on Schedule A to this Agreement. Schedule A shall be updated in good faith by the Board from time to time and made available in the Data Room and posted on the Company's website.

(e) The provisions of this Section 6.2 shall be and continue in effect for the period commencing on the Effective Date and ending on the occurrence of a Reporting Event, except that the provisions of this Section 6.2 shall continue to apply to any Confidential Information disclosed prior to the Reporting Event to the extent it is not made public in connection with such Reporting Event.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

SECTION 7.1 Representations. Each Stockholder executing or otherwise becoming a party to this Agreement, severally and not jointly, shall be deemed to represent and warrant to the Company as follows:

(a) Such Stockholder has all necessary power and authority to enter into this Agreement and perform its obligations as a Stockholder hereunder.

(b) The participation by such Stockholder in this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions on the part of such Stockholder. No other proceedings on the part of such Stockholder, and no other votes or written consents or actions or proceedings by or on behalf of such Stockholder, are necessary to authorize this Agreement or the performance of such Stockholder's obligations hereunder.

(c) This Agreement constitutes the valid and binding obligation of such Stockholder, enforceable in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally and the effect and application of general principles of equity and the availability of equitable remedies).

(d) The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of its obligations hereunder will not, in any material respect, conflict with or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, (i) the organizational documents of such Stockholder, (ii) any material contract or agreement to which such Stockholder is a party or by which its assets are bound, or (iii) any law, rule or regulation applicable to such Stockholder.

(e) Such Stockholder has read this Agreement and has had an opportunity to consult with counsel of its choosing to discuss the terms, provisions, conditions and obligations of this Agreement applicable to such Stockholder.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 Termination.

(a) The provisions of Article III ("Preemptive Rights"), Article IV ("Transfer Restrictions"), and Article V ("Drag-Along and Tag-Along Transactions") shall terminate automatically upon the occurrence of a Listing Event.

(b) At such time as any Stockholder, together with its Affiliates, shall cease to own Common Stock, such Person shall cease to be a party to this Agreement but shall continue to be bound by the confidentiality provisions of Section 6.2 with respect to any Confidential Information received by such Person while it was a party to this Agreement.

(c) This Agreement may be terminated in its entirety at any time with the written approval of those Stockholders having the requisite power and authority to amend each and every provision of this Agreement as provided in Section 8.5.

SECTION 8.2 Notices. All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been effectively given (i) when personally delivered to the party to be notified; (ii) when sent by confirmed facsimile to the party to be notified; (iii) three (3) Business Days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified; (iv) one (1) Business Day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-Business Day delivery guaranteed; or (v) if by other means of electronic transmission to the extent permitted under Section 116 of the DGCL (or any successor statute), as provided thereunder, in each case as follows: (x) in the case of any Stockholder, to such Stockholder at its address or facsimile number set forth in the stock records of the Company, or if by other means of electronic transmission, as instructed by such Stockholder to the Secretary of the Company; and (y) in the case of the Company, to the Secretary of the Company at the Company's principal place of business. A party may change its address or other means of receipt for purposes of notice hereunder by giving notice of such change to all other parties in the manner provided in this Section 8.2. Notwithstanding the foregoing, in the case of a Stockholder that holds Common Stock beneficially but not of record, notice shall be given to such address, facsimile number or other means of electronic transmission as has been provided to the Secretary of the Company by such beneficial holder, and shall be deemed given at the times specified above, but if no such address, facsimile number or other means of electronic transmission has been provided to the Secretary of the Company, notice shall be given (x) by a publicly disseminated press release; (y) through an investor communication service providing communications to holders of securities in "street name"; or (z) through the communication facilities of the Depository Trust Company, and such notice shall be deemed to be given one (1) business day after public dissemination by press release or three (3) business days after delivery to such an investor communication service or to the communication facilities of the Depository Trust Company.

SECTION 8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

SECTION 8.4 Entire Agreement. This Agreement supersedes all prior discussions and agreements among any of the parties hereto (and their Affiliates) with respect to the subject matter hereof and, together with documents referenced herein, contains the sole entire understanding of the parties with respect to the subject matter hereof.

SECTION 8.5 Amendment.

(a) This Agreement may be amended only with the written approval of the Stockholders party to this Agreement holding at least sixty-six and two-thirds percent (66-2/3%) of the issued and outstanding shares of Common Stock in the aggregate by all such Stockholders; *provided*, *however*, that (i) any amendment, modification or waiver that adversely affects the rights granted to an identified Stockholder or group of Stockholders (e.g., the right to designate a member of the Board) requires the consent of such Stockholder(s); and (ii) any amendment or modification to the provisions of Article III ("Preemptive Rights"), Article V ("Drag-Along and Tag-Along Transactions"), Article VI ("Stockholder Information Rights"), or this Section 8.5 ("Amendment"), or any defined term used in any such article or section, shall require the written approval of the Stockholders party to this Agreement holding at least eighty percent (80%) in voting power of the then-issued and outstanding shares of Common Stock held in the aggregate by all such Stockholders.

(b) Notwithstanding Section 8.5(a), the Company may amend this Agreement to (i) cure any ambiguity, defect or inconsistency or (ii) make any other changes in the provisions of this Agreement which the Company deems necessary or desirable, provided that any such amendment does not adversely affect the rights of any Stockholder under this Agreement.

SECTION 8.6 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and its successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

SECTION 8.7 Deemed Execution; Effective Date. On the Effective Date, pursuant to Section IV.B.5 of the Plan and Section II.O.98 of the Confirmation Order, the Company and each holder of then-issued and outstanding Common Stock shall be deemed to have entered into this Agreement. This Agreement shall take effect immediately and automatically on the Effective Date.

SECTION 8.8 Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

SECTION 8.9 Governing Law; Consent to Jurisdiction and Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law doctrine. The Company and each Stockholder hereby submit to the exclusive jurisdiction of the courts of the State of Delaware, and any judicial proceeding brought against the Company or any Stockholder with respect to any dispute arising out of this Agreement or any matter related hereto shall be brought only in such courts. The

Company and each Stockholder hereby irrevocably waive, to the fullest extent permitted by law, any objection it may have or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The Company and each Stockholder hereby consent to process being served in any such proceeding by the mailing of a copy thereof by registered or certified mail, postage prepaid, to the address specified in Section 8.2, or in any other manner permitted by law. THE COMPANY AND EACH STOCKHOLDER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

SECTION 8.10 Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties to this Agreement fail to comply with any of the obligations imposed on them by this Agreement and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. The parties hereby waive, and cause their respective representatives to waive, any requirement for the securing or posting of any bond in connection with any action brought for injunctive relief hereunder.

SECTION 8.11 Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

SECTION 8.12 Conflicts. In the event that any of the terms or provisions of this Agreement conflict with any of the terms or provisions of the Certificate of Incorporation, the terms and provisions of the Certificate of Incorporation shall control.

SECTION 8.13 Recapitalization, etc. In the event that any capital stock or other securities are issued in respect of, in exchange for, or in substitution of, shares of Capital Stock of the Company by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up, sale of assets, distribution to stockholders or combination of Common Stock or any other change in the Company's capital structure, appropriate adjustments shall be made to the provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the parties hereto under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, or are deemed to have executed this Agreement, as of the Effective Date.

THE COMPANY:

ENERGY HARBOR CORP.

By: _____

Name: John W. Judge

Title: President and Chief Executive Officer

SCHEDULE A

LIST OF RESTRICTED PERSONS

Exhibit A

Form of Joinder Agreement

The undersigned hereby agrees, effective as of the date hereof, to become a party to that certain Stockholders Agreement dated as of February 27, 2020 (as amended, the "Agreement"), by and among Energy Harbor Corp. (the "Company") and the Stockholders (as defined in the Agreement), and for all purposes of the Agreement the undersigned shall, effective as of the date hereof, be bound by the terms and provisions of the Agreement applicable to Stockholders and be included within the term "Stockholders" (as defined in the Agreement).

The address and facsimile number to which notices may be sent to the undersigned is as follows:

Address: _____

_____

_____

Facsimile No.: _____

Date:

_____

Name