

The TOLEDO EDISON COMPANY
**GENERAL SERVICE INSTALLATION
LINE COST AGREEMENT**

AGREEMENT made this 12th day of September, 2012 by and between The Toledo Edison Company hereinafter called the Company, and the undersigned, hereinafter the Customer.

WITNESSETH:

WHEREAS, the Customer desires the Company to provide new or changed electric service facilities (also referred to as "line extension") at the premises at 6592 N.Harris Harbor Rd., Oak Harbor, Ohio, and

WHEREAS, the Company's line extension policy is set forth in the Company's tariffs and approved by the Public Utilities Commission of Ohio, this Agreement and the terms and conditions thereof are subject to the Company's line extension policy and line extension tariff, and the line extension tariff shall govern in case of any conflict.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. The Customer shall make an up-front payment to the Company in the sum of Three Thousand Fifty Two and 48/100 Dollars (\$3,352.48) (equal to 40% of the estimated cost of the line extension, plus 100% of the estimated cost of any premium installation charges) prior to the start of construction by the Company.
2. Said electric service facilities shall at all times be and remain the property of the Company and where the electric service facilities are to be constructed underground the Customer shall provide the trenching and backfilling to Company specifications, and shall install and own the service laterals.
3. The Company shall proceed to construct said facilities with reasonable promptness, but, in the case of a premium installation, such work shall not commence before receipt of the payment required in Paragraph 1 above.

Work Type DCOMU
CREWS Request # 55710362
SAP Order # 13532568

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4. Where necessary in the judgment of the Company, rights-of-way and tree trimming rights in a form acceptable to the Company shall be granted or secured by the Customer and provided to the Company at no cost to the Company.

5. This Agreement shall be assigned by Customer to any successor in interest or any entity that becomes the customer of record for electric usage at the Customer's facilities at the address set forth above.

6. Customer expressly acknowledges and agrees to the attached terms and conditions, marked as Attachment A, which are incorporated herein as if fully set forth at this point.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the day and year first above written.

Quoted prices will remain in effect for 90 days from the above date.

The TOLEDO EDISON COMPANY

By _____

Title

Customer
By _____

Title

Street Address

City State Zip Code

****This is not an invoice****

Please return signed copy to: Toledo Edison Company
6099 Angola Rd. Mail Stop: A-HLOC-2332
Holland, OH 43528
ATTN: Marolyn Bonds

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Attachment A

- 1.1 All planned installation service under this Agreement will be performed during the normal working hours of the Company. Customer will provide reasonable means of access to all areas and/or equipment required to fulfill this Agreement.
- 1.2 In the event the Customer's system(s) are altered, modified, changed or moved, this Agreement may be immediately terminated, or the pricing of this Agreement changed, or the altered, modified, changed, or moved equipment removed from the scope of this Agreement, at Company's option.
- 1.3 Company will not be considered in default hereunder as a result of, or liable for damage, expense, or loss caused by, delays or prevention of performance arising from causes beyond its reasonable control, including, but not limited to delays caused by fire, flood, accident, corrosive substance in the air, strike, governmental action or inaction, lockout, dispute with workmen, inability to obtain material or services, commotion, governmental or military authority, insurrection, riots, vandalism, theft, terrorism, acts of God, or any other cause beyond Company's reasonable control.
- 1.4 Notwithstanding anything to the contrary, neither Company, its affiliated companies, its subcontractors, nor its employees shall be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, but not limited to, loss of profit or revenues, loss by reason of plant or other facility shutdown, non-operation, or increased expense of operation; loss of use of any product machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, or services, down time costs or claims of Customer, subcontractors, vendors or suppliers), in tort, contract, or otherwise, regardless of cause or fault.
- 1.5 The parties shall indemnify, save harmless, and defend the other party from and against any and all demands, claims, suits, liabilities, expenses (including reasonable attorney's fees) or causes of action of every kind and nature whatsoever including, without limitations, those causes of action for bodily injury, death to person or persons, and damage to any and all property to the extent caused by the indemnifying party's negligent acts, errors, or omissions in the performance of its obligations arising out of this Agreement.
- 1.6 The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.