AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY CREDITS

This AGREEMENT for the PURCHASE and SALE of ALTERNATIVE ENERGY CREDITS ("Agreement") is made as of this _____ day of ___________, 2010, by and between First Energy Solutions Corp. ("Buyer"), and Smurfit Stone Container Enterprises, Inc. ("Seller" or "Smurfit"). Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties". The effective date shall be the date on which the last Party signs this Agreement ("Effective Date").

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions relating to the transaction described below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

The terms of the transaction ("Transaction") all as described more fully below to which this Agreement relates are as follows:

<table>
<thead>
<tr>
<th>Seller PJM GATS account name</th>
<th>Coshocton Mill, OH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seller:</td>
<td>Smurfit Stone Container Enterprises, Inc.</td>
</tr>
<tr>
<td>Buyer PJM GATS account name</td>
<td>First Energy Solutions Corp.</td>
</tr>
<tr>
<td>Buyer:</td>
<td>First Energy Solutions Corp.</td>
</tr>
<tr>
<td>Initial Product:</td>
<td>Pennsylvania Tier I Renewable Energy Credits as defined in Paragraph 1 below</td>
</tr>
<tr>
<td>Initial Product Vintage Year(s):</td>
<td>2008 / 2009 / 2010</td>
</tr>
<tr>
<td>Initial Product Quantity:</td>
<td>No fewer than 180,000</td>
</tr>
<tr>
<td>Initial Product Price:</td>
<td>$4.00 per PA Tier I REC</td>
</tr>
<tr>
<td>Ohio RER Product:</td>
<td>Ohio – In-State Renewable Energy Resource as defined in Paragraph 1 below</td>
</tr>
<tr>
<td>RER Quantities per year:</td>
<td>2008/2009 RERs – (converted from 2008/2009 RECs above if Facility receives Ohio In-State Certification)* 2008 / 2009 * 126,718 2010*: 60,000 Annual Firm Volume, balance Unit Contingent 2011: 60,000 Annual Firm Volume, balance Unit Contingent</td>
</tr>
<tr>
<td>RER Product Price:</td>
<td>$28.00 per RER</td>
</tr>
<tr>
<td>Total Contract Price if Seller receives the required Ohio Certification as described below:</td>
<td>$6,908,104 for the Annual Firm Volumes only. Approximately $8,308,104 if Seller delivers Annual...</td>
</tr>
</tbody>
</table>
1. **Initial Product and Ohio RER Product.** Initial Product shall mean a Tier 1 “Renewable energy credit” as that term is defined in the Pennsylvania Statutes § 1648.1, *et seq.* (hereinafter “REC”). Ohio RER Product shall mean a renewable energy resource credit generated by a facility that is certified as an in-state “Renewable energy resource”, as that term is defined in title 49 of the Ohio Revised Code (“ORC”) and meets the requirements of § 4928.64 of the ORC (hereinafter “RER”). The REC or RER, as the case may be, includes all right, title and interest in only those environmental attributes required by law to be included as part of the REC or RER for compliance and does not include any other attributes, including, but not limited to, (i) NOX and SOX credits; (ii) state and federal production tax credits, investment tax credits, and any other tax credits or tax benefits, (iii) cash payments or outright grants of money (except any cash payments or grants related to any environmental greenhouse gas or carbon emissions cap and trade program), (iv) other financial incentives which, if achieved, will result in cash payments by the Party providing such incentives and which are specific to project development or project operation and (v) any item that would otherwise be an environmental benefit or attribute under this definition, but (a) can not be transferred by Seller in accordance with applicable law or (b) can not be transferred by Seller without incurring material expenses.

2. **Product Delivery.** Provided that Seller has received approval from the United States Bankruptcy Court for the District of Delaware to enter into this agreement, Seller agrees to deliver all Initial Product RECs in its account as of May 1, 2010 to Buyer’s PJM GATS account no later than May 15, 2010. Seller and Buyer agree that if Seller obtains certification from the Ohio Public Utilities Commission (“Ohio PUC”) that its Coshocton Mill facility, located in Coshocton, OH (the “Facility”) qualifies as an “Eligible Renewable Energy Resource Generating Facility” under the ORC within twelve (12) months of the Effective Date of this Agreement (“Ohio Certification”), Seller shall be required to: (i) deliver the firm volume of 2010 RERs plus any unit contingent volume of 2010 RERs, generated by the Facility in 2010, to Buyer’s PJM GATS account no later than March 15, 2011 (the “2010 RERs”); and (ii) to deliver the firm volume of 2011 RERs plus any unit contingent volume, generated by the Facility in 2011, to Buyer’s PJM GATS account no later than March 15, 2012 (the “2011 RERs”); Should Seller fail to receive Ohio Certification within the required timeframe, Seller shall have no obligation whatsoever to deliver to Buyer either the 2010 RERs or the 2011 RERs and Buyer shall have no obligation to purchase either the 2010 RERs or the 2011 RERs under this agreement. In addition, the Parties hereto agree that if Seller does receive Ohio Certification within twelve months of the Effective Date of this Agreement, Buyer shall pay to Seller an additional $24.00 per REC for each of the RECs previously delivered to Buyer.

Seller may initiate periodic transfer orders and deliver a portion of the 2010 RERs or the 2011 RERs, as the case may be, to Buyer’s PJM GATS account, with such periodic transfers occurring no more frequently than once a month. Upon receiving written, facsimile or electronic confirmation from PJM GATS that a transfer order has been initiated by Seller, Buyer shall confirm the transfer order in PJM GATS within three (3) Business Days.

3. **Payment.** Within ten (10) Business Days of Buyer’s receipt of written, facsimile or electronic confirmation from PJM GATS that the transfer order has been completed, Buyer shall pay Seller the applicable REC or RER Price, as the case may be, for the product delivered. Buyer shall make such payment by wire transfer of immediately available United States dollars to an account designated by Seller or as otherwise reasonably requested by Seller. If payment is not
made within the time specified, without limiting Seller’s rights and remedies, the past due amount shall carry interest at the Interest Rate.

4. **Term.** This Agreement shall commence on the Effective Date and shall terminate on the date on which both Parties have completed the performance of their obligations hereunder, unless earlier terminated pursuant to the terms hereof.

**ARTICLE 1**
**DEFINITIONS**

1. **DEFINITIONS**

1.1 **Definitions.** As used in this Agreement, the following defined terms have the meanings set forth below:

   **"Adequate Assurances"** shall have the meaning given in Section 9.8.

   **"Annual Firm Volume"** shall mean the minimum number of RECs or RERs Seller is obligated to deliver to Buyer in a particular vintage year. If the Facility generates fewer than the Annual Firm Volume for a particular vintage year, then the Seller may meet its minimum volume delivery requirement by delivering RECs or RERs with the same certification and the same vintage year from an alternative generator. Seller’s failure to meet its obligation to deliver the Annual Firm Volumes by the delivery deadline shall constitute an Event of Default (as defined hereinafter).

   **"Business Day"** means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

   **"Confidential Information"** means all oral and written information exchanged between the Parties with respect to the subject matter of this Agreement. The following information does not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; and (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party.

   **"Delivery"** occurs when title and risk of loss related to Product has been transferred from Seller to Buyer and the transfer of Product is recorded in PJM GATS.

   **"Force Majeure"** means an event or circumstance, including but not limited to, acts of God, economic hardship, war, riot, embargo, and labor strikes which materially adversely affect the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the Effective Date and which is not within the reasonable control of, or the result of the negligence of, the Party claiming Force Majeure, and which the claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of reasonable care. Force Majeure may not be based on (i) the loss or failure of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product; (iii) Seller’s ability to sell the
Product to another at a price greater than the Contract Price; (iv) Seller’s ability to produce Product; or (v) Buyer’s ability to purchase or produce product similar to the Product at a price less than the Contract Price. In the case of a Party’s payment obligation hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

“Interest Rate” means a per annum rate of interest equal to two (2%) percent over the prime lending rate as published from time to time in the Wall Street Journal under "Money Rates" on such due date (or if not published on such day on the most recent preceding day on which published), but in no event to exceed the maximum lawful rate.

“Market Price” means the market price determined based on the average of prices quoted by two (2) independent third party leading market dealers, with Buyer and Seller each selecting, in good faith, one (1) independent market dealer reasonably acceptable to the other Party.

“PJM GATS” means the environmental registry and information system, which is administered by PJM Environmental Information Services, Inc., that tracks the environmental and fuel attributes of generation, and any successor tracking system that both Parties agree in their reasonable commercial judgment facilitates the sale and purchase of Product.

“Unit Contingent” shall mean all RECs or RERs generated after the Annual Firm Volumes are achieved. Seller has the firm obligation to deliver all Unit Contingent RECs or RERs generated, but does not have the obligation to deliver any Unit Contingent RECs or RERs if none are generated. All Unit Contingent RECs and RERs will be generated based on the operations of the Facility.

“Vintage Year” means the period beginning June 1 of the period year and continuing until May 31 of the following year in the case of RECs and the period beginning January 1 and continuing to December 31st in the case of RERs.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Both Parties. Subject to Paragraph 6 below, as of the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement is within its powers, has been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order, or the like, applicable to it;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like;
(e) no Event of Default (as defined in Article 7 below) with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

(h) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all Products referred to in the Agreement to which it is a Party; and

(i) with respect to this Agreement, it is a producer, processor, commercial user or merchant handling the Product, and it is entering into such Agreement for purposes related to its business as such.

2.2 Representations and Warranties of Seller. Subject to Paragraph 6 below, as of the Delivery Date, Seller hereby represents and warrants to Buyer that:

(a) it has the right to sell the Product;

(b) the Product has never been sold for any other purpose or use;

(c) the Product is free and clear of all liens or other encumbrances; and

(d) the Product was generated during the eligible Vintage Year.

2.3 Limitation on Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREBUNDER REGARDING ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY AGENCY OR GOVERNMENTAL ENTITY.

3. TAXES AND FEES

Each Party shall be responsible for any taxes or other fees associated with its respective purchase and sale hereunder. As used herein "taxes" means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein, other than taxes based on net income or net worth. A tax is not a penalty or a fine.
4. ASSIGNMENT

Neither Buyer nor Seller shall assign this Agreement nor delegate any of its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party, without the consent of the other Party, may assign this Agreement to any of its affiliates provided such assigning Party shall not be released from its liabilities and obligations under this Agreement; and provided further that Seller may assign this Agreement without the consent of Buyer as collateral security to any lender (and in connection therewith, Buyer shall execute and deliver to such lender a consent agreement in a form reasonably acceptable to Buyer).

5. FORCE MAJEURE

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party’s giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing to the other Party, the obligations of the claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure will have until the end of the Business Day following such receipt to notify the claiming Party that it objects to or disputes the existence of an event of Force Majeure. If Seller suffers an event of Force Majeure, to the extent that it produces any RECs or RERS, as the case may be, it shall make reasonable allocation of such product among the parties to whom it is a supplier.

6. CHANGE IN LAW

If, after the Effective Date and prior to the Delivery of the RECs or RERs, as applicable, there occurs a change in any statutes, rules, or regulations, (whether federal or state) including promulgation, enactment, amendment, or revocation which has the effect of (i) rendering the transaction, or the performance by a Party, contemplated hereby illegal, unenforceable, impossible or impracticable, (ii) in the case of RECs, the Seller’s product no longer qualifies as meeting the Tier 1 Classification in Pennsylvania, or in the case of RERs, the Seller’s product no longer meets the requirements of the ORC, (iii) the Pennsylvania PUC or Ohio PUC, as applicable, issues an order that discontinues the issuance of RECs or RERS; or (iv) the Pennsylvania PUC or Ohio PUC, as the case may be, changes the applicable state’s renewable energy resource criteria or requirements, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement. If following good faith negotiations between the Parties, the Parties are unable to amend this Agreement, the affected Party may, at any time following the change in law terminate this Agreement. If Seller is able to supply any product, whether it be RECs or RERs, following a change in law as contemplated above, Seller shall make reasonable allocation of such available product among the parties to whom it is a supplier.
7. **EVENTS OF DEFAULT**

For purposes of this Agreement, a Party shall be in default (each of the following, an "Event of Default"):

(a) if that Party materially breaches any of its obligations as described in this Agreement and such breach is not cured within five (5) Business Days of written notice of such breach from the other Party;

(b) if any representation or warranty made by a Party in Article 2 of this Agreement proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within five (5) Business Days of written notice from the other Party.

8. **COLLATERAL/DEFERRED PAYMENTS**

8.1 For the purposes of providing collateral to the Buyer, Seller agrees to receive deferred payments based upon the following formulas:

Initial Deferred Payment is equal to 50% * REC Price (or RER price should Ohio Certification be obtained) * undelivered Annual Firm Volume per vintage year.

In 2010 deferred amount will be paid out as firm RECs or RERs are delivered according to the following formulas: Initial Deferred Payment * (2010 undelivered Annual Firm RECs/Total undelivered Firm RECs) * (monthly Firm RECs delivered/Total 2010 undelivered Annual Firm RECs).

In 2011 deferred amount will be paid out as firm RECs or RERs are delivered according to the following formulas: Initial Deferred Payment * (2011 undelivered Annual Firm RECs/Total undelivered Firm RECs) * (monthly Firm RECs delivered/Total 2011 undelivered Annual Firm RECs).

9. **REMEDIES UPON DEFAULT/ADEQUATE ASSURANCES**

9.1 Remedies. If either Party is in default, as set forth in Article 7 at any time during the Term, the non-defaulting Party may select any or all of the following remedies: (i) upon two (2) Business Days’ written notice to the defaulting Party terminate this Agreement, (ii) withhold any payments due in respect of this Agreement and any other agreements between the Parties to the extent of its damages pursuant to this Article 9, and (iii) exercise such remedies as provided in this Agreement (except as limited by Section 9.7).

9.2 Termination Payment. In the event the Performing Party terminates this Agreement in accordance with Section 7 above, the Performing Party shall in good faith calculate its Gains, Losses, and Costs resulting from the termination of this Agreement, aggregate such Gains, Losses and Costs with respect to all terminated transactions and any other amounts due under this Agreement into a single net amount (the "Termination Payment"), and then notify the
Defaulting Party of the Termination Payment owed or owing. The Termination Payment shall be
due to or due from the Performing Party, as appropriate. Payment of the Termination Payment
shall be due within three (3) Business Days after the Defaulting Party’s receipt of notice of the
Termination Payment. The Performing Party may from time to time set off any or all amounts
which the Defaulting Party owes to it against any or all amounts which the Performing Party owes
to the Defaulting Party (in either case, under any agreement and whether or not then due), provided
that any amount not then due which is included in such set-off shall be discounted to present value
as determined by the Performing Party in a commercially reasonable manner. Notwithstanding
the foregoing, in the event that Seller is the defaulting Party, the Termination Payment due from Seller
shall not exceed any remaining Deferred Payment.

9.3 **Gains and Losses.** For purposes of this Section, the following terms apply:

"**Gains and Losses**" means, with respect to the Performing Party, an amount equal to the absolute
value of the positive (in the case of Seller) or negative (in the case of Buyer) difference, if any,
obtained by subtracting the Cover Price from the Contract Price.

"**Cover Price**" means the price, determined by the Performing Party in a commercially
reasonable manner, at which the Performing Party (i) in the case of Seller, resells (if at all) the
Product; or (ii) in the case of Buyer, purchases (if at all) substitute Product for the deficiency; or
(iii) absent such a sale or purchase, as the case may be, the market price for such quantity of
Product at or during the time that the Defaulting Party fails to perform. For the avoidance of
doubt, Cover Price is only applicable for Firm REC or RERs. Unit Contingent and Excess RECs
or RERs are not eligible for cover.

9.4 **Interest.** All overdue payments hereunder shall bear interest from (and including) the due
date to (but excluding) the date of payment at the Interest Rate.

9.5 **No Penalty.** Both Parties hereby stipulate that the payment obligations set forth in this
Article 9 are reasonable in light of the anticipated harm and the difficulty of estimation or
calculation of actual damages, and each Party hereby waives the right to contest such payments as
an unreasonable penalty.

9.6 **Exclusive Remedy.** EXCEPT FOR THOSE SET FORTH UNDER SECTION 9.4,
THE REMEDIES SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE
REMEDIES IN THE EVENT OF A DEFAULT OF A PARTY’S OBLIGATIONS TO SELL OR
PURCHASE PRODUCT, AND A PARTY’S LIABILITY SHALL BE LIMITED AS SET
FORTH IN THIS ARTICLE. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO
SELL OR PURCHASE PRODUCT AT LAW ARE HEREBY WAIVED.

9.7 **Limitation of Liability.** IN THE EVENT OF A DEFAULT, THE DEFAULTING
PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AS
SET FORTH IN THIS ARTICLE 9 AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE
THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY
OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS
WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO)
CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES
WHETHER IN TORT, CONTRACT, OR OTHERWISE EXCEPT WHERE ONE PARTY
INTENTIONALLY AND WILLFULLY BREACHES THE CONTRACT. WHERE SUCH PARTY BREACHES THE CONTRACT CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES ARE AVAILABLE.

10. CONFIDENTIALITY

10.1 Confidentiality. Except as provided in this Article, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or for one year after the expiration of the Term of this Agreement, without the other Party’s prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates and to persons investing in, providing funding to or acquiring it or its affiliates, and to its and the foregoing persons’ respective attorneys, accountants, representatives, agents and employees who have a need to know such Confidential Information related to this Agreement.

10.2 Required Disclosure. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by the applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided that such Party has notified the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

10.3 Tax Treatment Exception. Notwithstanding any provision of this Agreement to the contrary, the legal obligations of confidentiality hereunder do not extend to the U.S. federal or state tax structure or the U.S. federal or state tax treatment of any transaction hereunder. If any U.S. federal or state tax analyses or materials are provided to a Party, such Party is free to disclose any such analyses or materials without limitation.

10.4 Survival. The Parties obligations under Articles 2, 9, 10 and 12 shall survive the expiration or termination of this Agreement.

11. ENTIRE AGREEMENT

This Agreement, together with any attachments or exhibits specifically referenced herein, constitutes the entire agreement between the Seller and the Buyer with respect to the subject matter hereof, supersedes all prior oral or written representations and contracts, and may be modified only by a written amendment signed by Buyer and Seller.

12. GOVERNING LAW; WAIVER OF TRIAL BY JURY

This Agreement shall be construed, enforced, and performed in accordance with the laws of the Commonwealth of Pennsylvania, without recourse to principles governing conflicts of law. AS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER INTO THIS AGREEMENT, THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY
JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO, ANY PRODUCT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13. RECORDING

Each Party consents to the recording of its trading, marketing and scheduling representatives' telephone conversations without any further notice. Any tape recordings may be submitted in evidence to any court or in any legal proceeding for the purpose of establishing any matter relating to the Transaction. In addition, the Parties agree not to contest the authority of either Party's employees to enter into the Transaction evidenced by this Agreement. Notwithstanding the foregoing, any agreement with respect to the Transaction shall be in a writing signed by both Parties.
14. WAIIVER

No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

15. NOTICES

All notices, payments and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or, with respect to communications other than payments, by facsimile transmission, if the original communication is delivered by reputable overnight courier. The communications shall be sent to the following addresses, and shall be effective when received:

If to SELLER: Smurfit Stone Container Enterprises, Inc.

Coshocton Mill
500 N. 4th St.
Coshocton, OH 43812
Attn: Dan Truett

Tel: 740 622-6543 ext. 201
Email: dtruett@smurfit.com

If to BUYER: First Energy Solutions Corporation

[Signatures appear on the following page.]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPANY

By: ____________________________
Name: 
Title: 

[Counterparty]

By: ____________________________
Name: 
Title: 