FIRSTENERGY CORP.

MASTER PENSION PLAN

RESTATEMENT DATE: JANUARY 1, 2020

TABLE OF CONTENTS

AMENDMENT AND RESTATEMENT
OF
FIRSTENERGY CORP. MASTER PENSION PLAN

THIS AMENDMENT AND RESTATEMENT is adopted by FIRSTENERGY CORP., a corporation organized and existing under and by virtue of the laws of the State of Ohio (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, effective January 1, 2007, the Company amended and restated the FirstEnergy Corp. Pension Plan which consisted of seven (7) ongoing component plans and four (4) frozen component plans as the FirstEnergy Corp. Master Pension Plan (hereinafter called the "Plan"), consisting of Parts A, B, C, D, E, F, G, H, I and J to the Plan and representing nine (9) separate Constituent Plans; and

WHEREAS, effective as of the end of the day on June 30, 2012, the Allegheny Energy Retirement Plan was merged with the Plan and thereafter was maintained as a separate plan document under the Plan (hereinafter called the "Allegheny Plan document"); and

WHEREAS, effective January 1, 2014, the Company amended the Plan in order to add a new Part L to the Plan which, together with Part A, constitutes the FirstEnergy Corp. Cash Balance Plan; and

WHEREAS, effective January 1, 2015, the Company amended and restated the Plan in order to incorporate the provisions of the Allegheny Plan document into the Plan as a new Constituent Plan with its ongoing provisions set forth in Part A to the Plan and a new Part K to the Plan; and

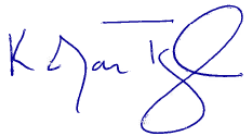
WHEREAS, pursuant to Section A5.1 of Part A of the Plan, the Company reserved the right to make amendments to the Plan; and

WHEREAS, it is the desire of the Company to amend and restate the Plan in order to consolidate the amendments made to the Plan into a single plan document and to make certain other necessary and desirable changes;

NOW, THEREFORE, the Company hereby amends and restates the Plan, generally effective, except as otherwise provided herein, as of January 1, 2020, as set forth in the attached Parts A, B, C, D, E, F, G, H, I, J, K and L.

IN WITNESS WHEREOF, FirstEnergy Corp. has caused this Amendment and Restatement to be executed by its duly designated officer as of the 25th day of August, 2020.

FIRSTENERGY CORP.



By: _____

PART A

GENERAL PLAN PROVISIONS

TABLE OF CONTENTS

ARTICLE A1

NAME AND CONSTITUENT PLANS

A1.1 Name. The name of the Plan shall continue to be the FIRSTENERGY CORP. MASTER PENSION PLAN.

A1.2 Constituent Plans. The following "Constituent Plans" constitute the Plan on the Restatement Date:

(a) 1999 FirstEnergy Corp. Pension Plan, which consists of the General Plan Provisions (hereinafter sometimes called "Part A") and the 1999 FirstEnergy Corp. Pension Plan Provisions (hereinafter sometimes called "Part B"), and which Constituent Plan is sometimes referred to as the "1999 FirstEnergy Constituent Plan;"

(b) 2005 FirstEnergy Corp. Pension Plan, which consists of Part A and the 2005 FirstEnergy Corp. Pension Plan Provisions (hereinafter sometimes called "Part C"), and which Constituent Plan is sometimes referred to as the "2005 FirstEnergy Constituent Plan;"

(c) The Cleveland Electric Illuminating Company Bargaining Unit Retirement Plan, which consists of Part A and The Cleveland Electric Illuminating Company Bargaining Unit Retirement Plan Provisions (hereinafter sometimes called "Part D"), and which Constituent Plan is sometimes referred to as "The Cleveland Electric Illuminating Company Constituent Plan;"

(d) The Toledo Edison Company Bargaining Unit Retirement Plan, which consists of Part A and The Toledo Edison Company Bargaining Unit Retirement Plan Provisions (hereinafter sometimes called "Part E"), and which Constituent Plan is sometimes referred to as the "Toledo Edison Constituent Plan;"

(e) Beaver Valley Bargaining Unit Retirement Plan, which consists of Part A and the Beaver Valley Bargaining Unit Retirement Plan Provisions (hereinafter sometimes called "Part F"), and which Constituent Plan is sometimes referred to as the "Beaver Valley Constituent Plan;"

(f) Seneca Plant Bargaining Unit Retirement Plan, which consists of Part A and the Seneca Plant Bargaining Unit Retirement Plan Provisions (hereinafter sometimes called "Part G"), and which Constituent Plan is sometimes referred to as the "Seneca Constituent Plan;"

(g) Pennsylvania Electric Company Bargaining Unit Retirement Plan, which consists of Part A and the Pennsylvania Electric Company Bargaining Unit Retirement Provisions (hereinafter sometimes called "Part H"), and which Constituent Plan is sometimes referred to as the "Pennsylvania Electric Constituent Plan;"

(h) Metropolitan Edison Company Bargaining Unit Retirement Plan, which consists of Part A and the Metropolitan Edison Company Bargaining Unit Retirement Provisions (hereinafter sometimes called "Part I"), and which Constituent Plan is sometimes referred to as the "Metropolitan Edison Constituent Plan;"

(i) Jersey Central Power & Light Company Bargaining Unit Retirement Plan, which consists of Part A and the Jersey Central Power & Light Company Bargaining Unit Retirement Provisions (hereinafter sometimes called "Part J"), and which Constituent Plan is sometimes referred to as the "Jersey Central Constituent Plan;"

(j) Allegheny Energy Retirement Plan, which consists of Part A and the Allegheny Energy Retirement Plan Provisions (hereinafter sometimes called "Part K"), and which Constituent Plan is sometimes referred to as the "Allegheny Constituent Plan;" and

(k) FirstEnergy Corp. Cash Balance Plan, which consists of Part A and the FirstEnergy Corp. Cash Balance Plan Provisions (hereinafter sometimes called "Part L"), and which Constituent Plan is sometimes referred to as the "Cash Balance Constituent Plan."

The Plan, consisting of the Constituent Plans, is a "single plan" as described in Section 1.414(l)-1(b)(1) of the Treasury regulations.

ARTICLE A2

DEFINITIONS

Unless the context otherwise indicates and except as otherwise provided in this Part A or in the other separate Parts of the Plan, the following terms used herein shall have the following meanings whenever used in the Plan:

A2.1 Accrued Benefit. The words "Accrued Benefit" shall generally mean for purposes of this Part A, the amount of annual retirement benefits payable to a Participant at his Normal Retirement Date in the form of the Single Life Annuity Option (described in the Part of the Plan applicable to him) without regard to any adjustments for early or late commencement and shall include the amount of any annual retirement benefits attributable to his own contributions to the Plan.

A2.2 Actuarial Equivalent. The words "Actuarial Equivalent" shall mean the benefit having the same value as the benefit which the actuarial equivalent replaces. Except as expressly provided to the contrary elsewhere in the Plan, determinations of actuarial equivalence required by the provisions of the Plan shall be made on the basis of the following:

(a) one of the following mortality tables:

(i) the RP-2000 Mortality Table with respect to forms of benefits other than lump sum payments; or

(ii) the "applicable mortality table" prescribed by the Internal Revenue Service from time to time under Section 417(e)(3) of the Code with respect to lump sum payments; and

(b) one of the following rates of interest:

(i) six percent (6%) with respect to forms of benefits other than lump sum payments; or

(ii) the "applicable interest rate" prescribed by the Internal Revenue Service from time to time under Section 417(e)(3) of the Code for the month of October of the year prior to the year in which payment is made with respect to lump sum payments.

The foregoing tables and interest rates may be changed in accordance with Internal Revenue Service rules, regulations, procedures or pronouncements.

A2.3 Administrator. The word "Administrator" shall mean the person or entity designated as Administrator under Article A4 hereof.

A2.4 Affiliate. The word "Affiliate" shall mean a corporation which would be defined as a member of a controlled group of corporations which includes the Company or a Participating Employer or any business organization which would be defined as a trade or business (whether or not incorporated) which is under "common control" with the Company or a Participating Employer within the meaning of Sections 414(b) and (c) of the Code, and any member of an "affiliated service group," as defined in Section 414(m) of the Code, which includes the Company, a Participating Employer and any other entity required to be aggregated with the Company or a Participating Employer under Sections 414(n) or 414(o) of the Code but, in each case, only during the periods any such corporation, business organization or member would be so defined.

A2.5 Age. The word "Age" shall mean a Participant's actual attained age.

A2.6 Alternate Payee. The words "Alternate Payee" shall mean any spouse, former spouse, child or other dependent of a Participant or former

Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits hereunder attributable to such Participant or former Participant.

A2.7 Bargaining Unit Employee. The words "Bargaining Unit Employee" shall mean any Employee of a Participating Employer who is covered by a collective bargaining agreement between the Participating Employer and the Employee's exclusive collective bargaining agent.

A2.8 Beneficiary. The word "Beneficiary" shall mean any person, other than an Alternate Payee, who receives or is designated to receive payment of any benefit under the terms of the Plan upon the death of a Participant.

A2.9 Benefit Commencement Date. The words "Benefit Commencement Date" shall, with respect to a Participant, have the meaning set forth in the Part or Parts of the Plan which is applicable to him.

A2.10 Board of Directors. The words "Board of Directors" shall mean the Board of Directors of the Company or the Compensation Committee consisting of members of the Board of Directors of the Company.

A2.11 Code. The word "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and all lawful regulations and pronouncements promulgated thereunder. Whenever a reference is made to a specific Section of the Code, such reference shall be deemed to include any successor Sections of the Code having the same or similar purpose.

A2.12 Company. The word "Company" shall mean FirstEnergy Corp. or any successor corporation or business organization which shall assume the obligations of the Company under the Plan.

A2.13 Compensation Limit. The words "Compensation Limit" shall mean that the annual earnings or compensation (such annual earnings or compensation hereinafter referred to in this Section as "Compensation") of each Employee taken into account under the Plan for the period the Compensation is being determined shall not exceed the maximum amount determined for a Plan Year pursuant to Appendix C hereof.

A2.14 Constituent Plan. The words "Constituent Plan" shall mean a plan described in Section A1.2 hereof.

A2.15 Domestic Relations Order. The words "Domestic Relations Order" shall mean, with respect to any Participant or former Participant, any judgment, decree or order (including approval of a property settlement agreement) which both:

(a) relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of the Participant or former Participant; and

(b) is made pursuant to a State domestic relations law (including a community property law).

A2.16 Eligibility Service. The words "Eligibility Service" shall mean for a Participant, solely with respect to an applicable Constituent Plan, his Years of Eligibility Service or Eligibility Service as defined under the applicable Constituent Plan, or in the case of the Allegheny Constituent Plan, the service used to determine vesting under the Allegheny Constituent Plan.

A2.17 Employee. The word "Employee" shall mean any common-law employee of a Participating Employer or an Affiliate, or, where the context may require, a former Employee of a Participating Employer or an Affiliate. The word "Employee" shall not include a Leased Person, except to the extent necessary to meet the requirements of Sections 414(n) and 414(o) of the Code, or any person who renders service to a Participating Employer or an Affiliate solely as a director or independent contractor or otherwise as a self-employed individual. In the event that a person renders service to a Participating Employer or an Affiliate as a common-law employee and in another capacity as a director, an independent contractor or otherwise as a self-employed individual, he shall be considered to be an Employee hereunder only in his capacity as a common-law employee.

In the event that a person who was not classified by a Participating Employer or an Affiliate as a common-law employee is subsequently determined by a court, the Internal Revenue Service or other governmental entity to be a common-law employee, such person shall only be considered to be an Employee hereunder prospectively from the date of such determination, or, if later, at the time that such person is initially treated as an Employee on the payroll records of a Participating Employer or an Affiliate.

A2.18 Employer Funded Benefit. The words "Employer Funded Benefit" shall generally mean for purposes of this Part A, a Participant's annual retirement benefits under the Plan (payable in the form of the Single Life Annuity Option described in the Part of the Plan applicable to him), but disregarding any portion thereof attributable to his own contributions to the Plan.

A2.19 ERISA. The acronym "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and all lawful regulations and pronouncements promulgated thereunder. Whenever a reference is made to a specific Section of ERISA, such reference shall be deemed to include any successor Sections of ERISA having the same or similar purpose.

A2.20 FMLA Leave. The words "FMLA Leave" shall mean an Employee's leave of absence which is designated by a Participating Employer or an Affiliate as being taken pursuant to the Family and Medical Leave Act of 1993, as it may be amended from time to time, and lawful regulations and pronouncements promulgated thereunder.

A2.21 Group Annuity Contract. The words "Group Annuity Contract" mean any group annuity contract issued to the Company or an Affiliate under which retirement benefits are provided for Participants or former Participants pursuant to the Plan or a Predecessor Plan.

A2.22 Leased Person. The words "Leased Person" shall mean any individual (other than a common-law employee of a Participating Employer or an Affiliate) who, pursuant to an agreement between a Participating Employer or an Affiliate and any leasing organization, has performed services for the Participating Employer, an Affiliate or for related persons, as determined in accordance with Section 414(n)(6) of the Code, on a substantially full-time basis for a period of at least one (1) year; provided such services are performed under the primary direction or control of the Participating Employer or an Affiliate. Contributions or benefits provided on behalf of a Leased Person by the leasing organization which

are attributable to services performed for a Participating Employer shall be treated as provided by the Participating Employer.

Any individual shall not be considered a Leased Person if:

(a) such individual is covered by a money purchase pension plan which provides the following:

(i) a nonintegrated employer contribution formula of at least ten percent (10%) of his compensation, as defined in Section 415(c)(3) of the Code, together with salary reduction amounts which are excluded from the individual's gross income under Sections 125 (including amounts deemed to be Code Section 125 amounts under Revenue Ruling 2002-27), 402(e)(3), 402(h)(1)(b), 403(b) and Section 132(f)(4) of the Code;

(ii) immediate participation in said money purchase pension plan; and

(iii) full and immediate vesting under said money purchase pension plan; and

(b) Leased Persons do not constitute more than twenty percent (20%) of the workforce of the Participating Employer and its Affiliates.

A2.23 Maternity/Paternity Leave of Absence. The words "Maternity/Paternity Leave of Absence" shall mean a leave of absence or any other interruption of an Employee's active employment that begins on or after January 1, 1985, and is for any of the following reasons:

(a) the pregnancy of the Employee;

(b) the birth of a child of the Employee;

(c) the placement of a child with the Employee for the adoption of such child by the Employee (but not for foster care); or

(d) caring for such a child immediately following such birth or placement for adoption.

However, a leave of absence from employment shall be considered a Maternity/Paternity Leave of Absence only for the number of consecutive days for which the leave of absence is for one or more of the reasons specified in subparagraphs (a), (b), (c) and (d) above and only if:

(i) the Employee was engaged in employment with a Participating Employer or an Affiliate immediately prior to the start of such leave of absence; and

(ii) the Employee furnishes to the employing Participating Employer or Affiliate such timely information as the Participating Employer or Affiliate may reasonably require to establish that the leave of absence is for one of the reasons specified in subparagraphs (a), (b), (c) and (d) above and the duration of such leave of absence.

A2.24 Merged Plan. The words "Merged Plan" shall mean a retirement plan which was merged into the Plan or a Predecessor Plan, including, but not limited to, each of the frozen GPU Executive Plans.

A2.25 Military Service. The words "Military Service" shall mean:

(a) with respect to reemployment initiated on or after October 13, 1996, service in the uniformed services of the United States (as defined in Chapter 43 of Title 38 of the United States Code) by an Employee if the Employee is entitled to reemployment rights under such Chapter with respect to such service, but only if the Employee is reemployed under such Chapter; and

(b) with respect to reemployment initiated prior to October 13, 1996, service in the Armed Forces of the United States by an Employee, except that any such service not qualifying the Employee for re-employment rights and in excess of the length of service limits as may be fixed by law for the protection of re-employment rights shall not be considered to be Military Service.

Notwithstanding any provision of the Plan to the contrary, effective on and after December 12, 1994, contributions, benefits and service credit with respect to Military Service have been and will continue to be provided in a manner that satisfies the requirements of Section 414(u) of the

Code, including amendments made thereto by the Heroes Earnings Assistance and Relief Tax Act of 2008, which, as applicable to the Plan, generally provides for certain periods of Military Service to constitute, upon a Participant's reemployment, employment hereunder. In the event an Employee dies after December 31, 2006 and while he is in Military Service, he shall be considered to have been reemployed immediately prior to his death for the purposes of determining whether his surviving spouse or any other Beneficiary is eligible for any survivor benefits under the Plan.

In addition, any contributions, benefits and service credit with respect to Military Service which is provided under a Constituent Plan and is greater than what is required by law shall be taken into account under such Constituent Plan.

A2.26 Non-Bargaining Unit Employee. The words "Non-Bargaining Unit Employee" shall mean any Employee who is not a Bargaining Unit Employee.

A2.27 Participant. The word "Participant" shall mean, for purposes of Part A, any Employee who has met the eligibility requirements set forth in another Part of the Plan and is participating in a Constituent Plan. A Participant shall remain a Participant under the Plan until his Termination of Employment; provided, however, that a former Participant who has a Termination of Employment shall be considered to be a Participant hereunder if the context so requires. In addition, any Employee who is covered by an oral or written agreement which precludes such Employee from participating in the Plan shall not be a Participant under the Plan and shall not participate in a Constituent Plan.

A2.28 Participating Employer. The words "Participating Employer" shall mean the Company and any Affiliate which has Employees who are accruing benefits under the Plan; provided, however, that, with respect to an individual Constituent Plan, only employers who have Employees who are accruing benefits under such Constituent Plan or are designated as Participating Employers with respect to such Constituent Plan shall be considered to be Participating Employers under such Constituent Plan. A Participating Employer shall only be a Participating Employer hereunder for periods while it is such.

A2.29 Plan. The word "Plan" shall mean the FirstEnergy Corp. Master Pension Plan, which consists of Parts A, B, C, D, E, F, G, H, I, J, K and L (hereinafter and hereinbefore collectively called the "Parts of the Plan"), as originally executed and as it may be amended from time to time.

A2.30 Plan Year. The words "Plan Year" shall mean the calendar year; provided, however, that with respect to each Constituent Plan, "Plan Year" shall not include any calendar year or other period prior to the original effective date of the Constituent Plan or a related Predecessor Plan.

A2.31 Predecessor Plan. The words "Predecessor Plan" shall mean any plan which was a predecessor to the Plan or a Constituent Plan, including but not limited to each Predecessor Plan listed in another Part of the Plan, the Allegheny Energy Retirement Plan as in effect prior to January 1, 2015 (hereinafter called the "2006 Allegheny Plan") and the following Predecessor Plans which on December 31, 2006 were separate component plans of the FirstEnergy Corporation Pension Plan, as in effect prior to January 1, 2007:

(a) FirstEnergy Corp. Pension Plan (hereinafter called the "1999/2005 FirstEnergy Plan");

(b) The Centerior Energy Corporation Retirement Plan (hereinafter called the "1993 Centerior Plan");

(c) FirstEnergy Corp. Retirement Plan for IBEW Represented Employees at the Beaver Valley Nuclear Power Plant (hereinafter called the "1999 Beaver Valley Plan");

(d) FirstEnergy Corp. Plan for Retirement Annuities for Employees Represented by IBEW Local 459 at the Seneca Pumped Storage Generating Station (hereinafter called the "1999 Seneca Plan");

(e) GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW System Council U-3 (hereinafter called the "1999 U-3 Plan");

(f) GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 777 (hereinafter called the "1999 Local 777 Plan");

(g) GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 459 or UWUA Local 180 (hereinafter called the "1999 Locals 459/180 Plan");

(h) Metropolitan Edison Company Executive Pension Plan (hereinafter called the "Metropolitan Executive Plan");

(i) Pennsylvania Electric Company Executive Pension Plan (hereinafter called the "Pennsylvania Executive Plan");

(j) Jersey Central Power & Light Company Executive Pension Plan (hereinafter called the "Jersey Central Executive Plan"); and

(k) New Jersey Power & Light Company Executive Pension Plan (hereinafter called the "New Jersey Executive Plan").

The plans set forth in subparagraphs (h), (i), (j) and (k) above are collectively sometimes referred to as the "GPU Executive Plans."

A2.32 Predecessor Plan Participant. The words "Predecessor Plan Participant" shall mean a vested participant under a Predecessor Plan but shall not include a Participant hereunder.

A2.33 Qualified Domestic Relations Order. The words "Qualified Domestic Relations Order" shall mean a Domestic Relations Order which satisfies the requirements of Section 414(p)(1)(A) of the Code.

A2.34 Related Employer. The words "Related Employer" shall mean a corporation which would be defined as a member of a controlled group of corporations which includes a Participating Employer or any business organization which would be defined as a trade or business (whether or not incorporated) which is under "common control" with the Participating Employer within the meaning of Sections 414(b) and (c) of the Code, after substituting the phrase "more than fifty percent (50%)" for the phrase "at least eighty percent (80%)" each place that the latter phrase appears in Section 1563(a)(1) of the Code, and any member of an "affiliated service group," as defined in Section 414(m) of the Code, which includes a Participating Employer but, in each case, only during the periods any such corporation, business organization or member would be so defined.

A2.35 Required Beginning Date. The words "Required Beginning Date" shall mean:

(a) with respect to a Participant or former Participant who is a five percent (5%) owner as defined in Section 416(i)(l)(B)(i) of the Code, a date no later than the April 1 of the Plan Year following the Plan Year in which such Participant or former Participant attains Age seventy and one-half (70-1/2); or

(b) with respect to a Participant or former Participant who is not a five percent (5%) owner as defined in Section 416(i)(l)(B)(i) of the Code (including a Participant or former Participant who attained Age seventy and one-half (70-1/2) before January 1, 1988), a date on or before the April 1 following the end of the Plan Year in which such Participant or former Participant attains Age seventy and one-half (70-1/2) or retires, whichever is later;

provided, however, that the "Required Beginning Date" for benefits accrued under the Allegheny Constituent Plan (or the Allegheny Energy Retirement Plan prior to January 1, 2015) shall mean a date no later than the April 1 of the Plan Year following the Plan Year in which such Participant or former Participant attains Age seventy and one-half (70-1/2).

A2.36 Restatement Date. The words "Restatement Date" shall mean January 1, 2020.

A2.37 Retirement Board. The words "Retirement Board" shall mean the Retirement Board appointed pursuant to Section A4.3 hereof to hear appeals of denied benefits. Pursuant to Section A4.2 hereof, the Administrator may delegate additional responsibilities to the Retirement Board.

A2.38 Investment Committee. The words "Investment Committee" shall mean the committee established by the Company and described in the Investment Committee Charter, as may be amended from time to time.

A2.39 Testing Compensation. The words "Testing Compensation" shall mean remuneration used for testing purposes under the Plan. The words "Testing Compensation" shall be interpreted according to their context and:

(a) when used to determine:

(i) whether the accrual of benefits complies with the limitations on benefits set forth in Section 415 of the Code, described in Article A8 hereof, for limitation years beginning prior to January 1, 2008;

(ii) whether the accrual of benefits complies with the "amounts testing" requirements of Section 401(a)(4) of the Code; and

(iii) the identity of highly compensated employees (as defined in Section 414(q) of the Code) for purposes of the Plan;

Testing Compensation shall mean any definition of compensation under Section 414(s) of the Code which may be used as a safe harbor definition of compensation for the foregoing purposes, respectively, including the definition which takes into account all amounts paid or made available to a Participant (or, if earlier, includible in gross income) as payment for services rendered by him to a Participating Employer or any Related Employer which may be taken into account for purposes of determining limitations on annual additions and benefits under Section 415 of the Code including payments, if any, made after a termination of employment as permitted under regulations or any other pronouncement adopted by the Internal Revenue Service; and

(b) when used to determine the top-heavy status of the Plan pursuant to Article A7 hereof, Testing Compensation shall mean all Testing Compensation, just as described in subparagraph (a) above, but adjusted to exclude remuneration from a Related Employer which is not a Participating Employer or Affiliate.

In addition, Testing Compensation in excess of the Compensation Limit shall be disregarded except for purposes of subparagraph (a)(i) above for purposes of Section 415 of the Code. Finally, without limiting the generality of the foregoing incorporation by reference, a Participant's Testing Compensation shall be increased for salary reduction amounts which are excluded from the taxable income of the Participant under Sections 125 (including amounts deemed to be Section 125 amounts under Revenue Ruling 2002-27), 402(e)(3), 402(h), and Section 132(f)(4) of the Code.

A2.39A Traditional Benefit. The words "Traditional Benefit" shall mean a Participant's benefit hereunder (including both employer and employee funded benefits), but determined without regard to any part of the Participant's benefit determined under Part L.

A2.40 Trust Agreement. The words "Trust Agreement" shall mean the trust agreement or agreements covering the Trust Fund.

A2.41 Trustee. The word "Trustee" shall mean the person or persons serving as the Trustee under the Trust Agreement and any successor Trustee or Trustees having similar duties and responsibilities.

A2.42 Trust Fund. The words "Trust Fund" shall mean the fund established, held and administered by the Trustee under the Trust Agreement to hold the assets of the Plan and for the purpose of providing benefits under the Plan.

A2.43 Locations of Certain Other Defined Terms.

(a) Terms relating to the Parts of the Plan:

(i) Part A (A1.2(a))

(ii) Part B (A1.2(a))

(iii) Part C (A1.2(b))

(iv) Part D (A1.2(c))

(v) Part E (A1.2(d))

(vi) Part F (A1.2(e))

(vii) Part G (A1.2(f))

(viii) Part H (A1.2(g))

(ix) Part I (A1.2(h))

(x) Part J (A1.2(i))

(xi) Part K (A1.2(j))

(xii) Part L (A1.2(k))

(xiii) Parts of the Plan (A2.29)

(b) Terms relating to the separate Constituent Plans:

(i) 1999 FirstEnergy Constituent Plan (A1.2(a))

(ii) 2005 FirstEnergy Constituent Plan (A1.2(b))

(iii) The Cleveland Electric Illumination Company Constituent Plan (A1.2(c))

(iv) Toledo Edison Constituent Plan (A1.2(d))

(v) Beaver Valley Constituent Plan (A1.2(e))

(vi) Seneca Constituent Plan (A1.2(f))

(vii) Pennsylvania Electric Constituent Plan (A1.2(g))

(viii) Metropolitan Edison Constituent Plan (A1.2(h))

(ix) Jersey Central Constituent Plan (A1.2(i))

(x) Allegheny Constituent Plan (A1.2(j))

(xi) Cash Balance Constituent Plan (A1.2(k))

(c) Terms relating to the separate component plans in existence on December 31, 2006:

(i) 1999/2005 FirstEnergy Plan (A2.31(a))

(ii) 1993 Centerior Plan (A2.31(b))

(iii) 1999 Beaver Valley Plan (A2.31(c))

(iv) 1999 Seneca Plan (A2.31(d))

(v) 1999 U-3 Plan (A2.31(e))

(vi) 1999 Local 777 Plan (A2.31(f))

(vii) 1999 Locals 459/180 Plan (A2.31(g))

(viii) Metropolitan Executive Plan (A2.31(h))

(ix) Pennsylvania Executive Plan (A2.31(i))

(x) Jersey Central Executive Plan (A2.31(j))

(xi) New Jersey Executive Plan (A2.31(k))

(xii) GPU Executive Plans (A2.31)

(d) Term relating to the separate component plan in existence on December 31, 2013:

(i) 2006 Allegheny Plan (A2.31)

ARTICLE A3

TRUST FUND AND EMPLOYER CONTRIBUTIONS

A3.1 Trust Agreement. The Company has adopted a Trust Agreement, by means of a separate document, for the purpose of providing the benefits described in the Plan. In addition, any benefits funded pursuant to a Group Annuity Contract will be paid in accordance with the terms and conditions of the Plan and the Group Annuity Contract.

A3.2 Contributions to the Plan. From time to time the Company or the Participating Employers shall pay to the Trustee and the funding agent for any Group Annuity Contract (collectively the "Funding Agent") such amounts as shall be deemed sufficient on an actuarially sound funding basis, as determined by an actuary or insurance company selected by the Company, to meet the minimum funding standards under ERISA. The Funding Agent shall be under no obligation to deposit any amount in the Trust Fund or any Group Annuity Contract unless funds for that purpose are made available to the Funding Agent.

A3.3 Additional Contributions. The Company or the Participating Employers may, from time to time, in its or their sole discretion, contribute such amounts in excess of the contributions required of them by Section A3.2 hereof as they shall determine. Any such excess contributions may be applied in subsequent years to offset the contributions required under Section A3.2 hereof but only to the extent permitted by the minimum funding standards of ERISA.

A3.4 Return of Contributions. All contributions made by the Company or the Participating Employers shall be in cash or other property as determined by the Company in its sole discretion. All such contributions shall be based on the facts then understood by the Company, shall be conditioned upon the Plan constituting a qualified plan under Section 401 of the Code, and, unless otherwise specified by the Company, shall be conditioned upon the deductibility of the contributions under Section 404 of the Code in the year for which each such contribution was made. All such contributions shall be irrevocable and shall never inure to the benefit of the Company or the Participating Employers, except that:

(a) the amounts specified in Section A5.3 hereof may be returned to the Company or the Participating Employers;

(b) any contributions which are made under a mistake of fact may be returned to the Company or the Participating Employers within one (1) year after the contributions were made;

(c) any contributions made for years during which the Plan did not initially qualify under said Section 401 may be returned to the Company or the Participating Employers within one (1) year after the date of denial of qualification, but only if an application for determination was made with the Internal Revenue Service by the time prescribed by law for filing the Company's tax return for the taxable year of the Company in which the Plan was adopted, or on such later date as the Secretary of the Treasury shall have prescribed; and

(d) any contributions, which are not, in whole or in part, deductible under said Section 404 for the year for which they were made, may, to the extent such contributions were not so deductible, be returned to the Company or the Participating Employers within one (1) year after the disallowance of the deduction.

The Company shall determine, in its sole discretion, whether the contributions described in (b), (c) and (d) above shall be returned to itself and any other Participating Employers. If any such

contributions are to be returned, the Company shall so direct the Trustee, in writing, no later than ten (10) days prior to the last day upon which they may be returned.

A3.5 Forfeitures Reduce Contributions. All amounts received by the Trustee from sources other than the Company and the other Participating Employers to which Participants, retired Participants, former Participants or their Beneficiaries are not entitled shall be held by the Trustee and used by the Trustee to reduce the future contributions required of the Company and the other Participating Employers. Forfeitures shall not be applied to increase benefits of any Participant or anyone claiming through any Participant.

A3.6 Liability for Benefit Payments. Benefits under the Plan shall be payable only from the Trust Fund and any Group Annuity Contract. The Company and the other Participating Employers shall not be liable for the payment of any benefits payable under the Plan, nor for the payment of any amounts to the Trust Fund or a Group Annuity Contract, in excess of the amounts specified in Section A3.2 hereof, either during the term of the Plan or at or after its termination.

A3.7 Administrative Expenses.

(a) Any Direct Expenses incurred by the Company or any direct or indirect subsidiary of the Company may be paid from assets held in the Trust Fund in accordance with the Policy. However, in no event shall payment or reimbursement be made for activities which are classified as "settlor" functions under guidance issued by the U.S. Department of Labor, Office of Pension and Welfare Benefits Administration. For purposes of the Plan, "Direct Expenses" shall have the meaning set forth in the Policy and "Policy" shall mean a separate document relating to the Plan which is entitled "Policy and Procedure For Approval Of Services To Be Performed In-House And Payment Of Such Expenses From The Plan," as originally approved and adopted and as it may be amended from time to time.

(b) Any Proper Administrative Expenses incurred by the Trustee or the Administrator with respect to the Plan or the Trust Fund may, at the election of the Administrator, be paid or reimbursed from assets held by the Trust Fund. For purposes of the Plan, "Proper Administrative Expenses" shall mean expenses which:

(i) are charged by persons other than the Company and its Affiliates;

(ii) are for the provision of goods or services which are necessary for the establishment or operation, within the meaning of Section 408(b)(2) of ERISA, of the Plan or any Constituent Plan hereunder;

(iii) are not more than reasonable compensation, within the meaning of Section 408(b)(2) of ERISA, for such goods or services; and

(iv) are not for the performance of a settlor function of the Company or any of its Affiliates.

ARTICLE A4

ADMINISTRATION

A4.1 Appointment of Administrator. The Board of Directors shall appoint the Administrator which shall be any person(s), corporation (including the Company itself) or partnership as said Board of Directors shall deem desirable in its sole discretion. In the absence of another appointment, the Company shall be the Administrator. The Board of Directors shall notify the Trustee of the identity of the Administrator and of any change in the Administrator.

A4.2 Powers and Duties of Administrator. Except as expressly set forth herein with respect to the duties and responsibilities of the Trustee, the Retirement Board or the Company, the Administrator shall administer the Plan and shall have all powers and duties granted or imposed on an "administrator" by ERISA. The Administrator shall determine any and all questions of fact, resolve all questions of interpretation of this instrument or related documents which may arise under any of the provisions of the Plan (or any related documents) as to which no other provision for determination is made hereunder, and exercise all other powers and discretions necessary to be exercised under the terms of the Plan which it is herein given or for which no contrary provision is made. The Administrator is hereby given the power and discretion to administer the Plan (and any related documents) in accordance with procedures beyond and/or in conflict with those provided under the terms of the written Plan document, provided such

procedures are as set forth and as permitted under the Code. The Administrator shall have full power and discretion to interpret the Plan and related documents, to resolve ambiguities, inconsistencies and omissions, to determine any question of fact, to determine the right to benefits of, and the amount of benefits, if any, payable to a Claimant (as described in Section A4.6 hereof) in accordance with the provisions of the Plan. Subject to the provisions of Section A4.7 hereof, the Administrator's decision with respect to any matter shall be final and binding upon the Trustee and all other parties concerned, and neither the Administrator nor any of its directors, officers or employees, if applicable, shall be liable in that regard except for gross abuse of the discretion given it or them under the terms of the Plan. All determinations of the Administrator and other exercises of the Administrator's discretion hereunder shall be made in such manner as the Administrator determines to be in accord with applicable law and in a generally uniform, consistent and nondiscriminatory manner with respect to all Participants and Beneficiaries in similar circumstances. For the purpose of carrying out its duties, the Administrator may, in its discretion, allocate and delegate any or all of its responsibilities under the Plan to an Employee or a certain group of Employees of the Company or another Participating Employer, designate one or more persons or agents to carry out any or all of its duties under the Plan or appoint an officer of the Company or another Participating Employer who shall have the authority to allocate and delegate such responsibilities or duties.

With the prior written approval of the Company, the Administrator may hire such attorneys, accountants, actuaries, agents, clerks and secretaries as it may deem desirable in the

performance of its functions, and the expense associated with the hiring or retention of any such person or persons shall be paid in either of the following manners, as determined by the Company in its sole discretion:

(a) the expense may be paid directly by the Company or the Participating Employers; or

(b) subject to Section A3.7 hereof, the expense may be paid or reimbursed out of the Trust Fund.

A4.3 Appointment of Retirement Board. The Chief Executive Officer of the Company ("CEO") shall appoint the members of a Retirement Board which shall consist of three (3) or more members to hear all appeals of denied benefits that may arise under the Plan. The members of the Retirement Board shall remain in office at the will of the CEO and the CEO may from time to time remove any of said members, with or without cause. A member of the Retirement Board may resign upon written notice to the remaining member or members of the Retirement Board and to the CEO respectively. The fact that a person is a Participant or a former Participant or a prospective Participant shall not disqualify him from acting as a member of the Retirement Board. In case of the death, resignation or removal of any member of the Retirement Board, the remaining members shall act until a successor-member shall be appointed by the CEO. Upon request, the Company shall notify the Trustee and the Administrator in writing of the names of the members of the Retirement Board, of any and all changes in the membership of the Retirement Board, of the member designated as Chairman and the individual, who may or may not be a member of the Retirement Board, designated as Secretary, and of any changes in either office. Until notified of a

change, the Trustee and the Administrator shall be protected in assuming that there has been no change in the membership of the Retirement Board or the designation of Chairman or of Secretary since the last notification was filed with it. The Trustee and the Administrator shall be under no obligation at any time to inquire into the membership of the Retirement Board or its officers. All communications to the Retirement Board shall be addressed to its Secretary at the address of the Company on file with the Trustee. Notwithstanding the foregoing, an Employee who is an appointed member of the Retirement Board may, in his discretion, delegate his responsibilities as a member of the Retirement Board to another Employee ("Designee"). During the time that a person is a Designee, he shall be considered to be a member of the Retirement Board and shall exercise all rights and authorities otherwise held by the appointed member delegating his responsibilities until such delegation is revoked or the appointed member making such delegation resigns or is removed by the CEO.

A4.4 Retirement Board Procedures. On all matters and questions the decision of a majority of the members of the Retirement Board shall govern and control; but a meeting need not be called or held to make any decision. The Retirement Board shall appoint one of its members to act as its Chairman and shall appoint another individual, who may or may not be a member of the Retirement Board, to act as Secretary. The terms of office of the Chairman and Secretary shall be determined by the Retirement Board, and the Secretary and/or Chairman may be removed by the other members of the Retirement Board for any reason which such members may deem just and proper. The Secretary shall do all things

directed by the Retirement Board. Although the Retirement Board shall act by decision of a majority of its members as above provided, nevertheless in the absence of written notice to the contrary, every person may deal with the Secretary, if he is a member of the Retirement Board, or with the Chairman, if the Secretary is not a member of the Retirement Board, and consider his acts as having been authorized by the Retirement Board. Any notice served or demand made on the Secretary or the Chairman in accordance with the preceding sentence shall be deemed to have been served or made upon the Retirement Board.

A4.5 Operation of Retirement Board. No member of the Retirement Board shall be disqualified from acting on any question because of his interest therein. With the prior written approval of the Company, the Retirement Board may hire such attorneys, accountants, physicians, actuaries, agents, clerks and secretaries as it may deem desirable in the performance of its functions, and the expense associated with the hiring or retention of any such person or persons shall be paid in either of the following manners, as determined by the Company in its sole discretion:

(a) the expense may be paid directly by the Company or the Participating Employers; or

(b) subject to Section A3.7 hereof, the expense may be paid or reimbursed out of the Trust Fund.

A4.6 Claims Procedure. Each Participant, former Participant, Beneficiary or other person who believes he is eligible for benefits under the Plan, or the authorized representative of such Participant, former Participant, Beneficiary or other person ("Claimant") shall file an application for benefits hereunder. Such

application shall be made in such manner (including in writing, orally, telephonically or electronically) as the Administrator shall determine. As a part of such application, the Administrator may require the Claimant to furnish to it such information as it may reasonably request.

The Administrator shall process each such claim for pension benefits, which is not conditioned on a finding of disability, ("non-disability claim") and determine entitlement to benefits within ninety (90) days of its receipt of a completed application for benefits. If special circumstances exist the Administrator may obtain a ninety (90) day extension by providing the Claimant written notice of the extension within the initial ninety (90) day period. The extension notice must include an explanation of the special circumstances and the date by which the Administrator expects to render a benefit determination. Upon finding that the Claimant satisfies the eligibility requirements for benefits under the Plan, the Administrator shall promptly notify the Trustee of his eligibility and of the method of distribution selected in accordance with the Plan.

The Administrator shall process each such claim which is a claim for disability benefits ("disability claim") and determine entitlement to benefits within a reasonable period of time, but not later than forty-five (45) days of its receipt of a completed application for benefits. However, the Administrator may obtain a thirty (30) day extension if it both determines that such an extension is necessary due to matters beyond the control of the Plan and provides the Claimant written notice of the extension within the initial forty-five (45) day period. If prior to the end of the first thirty (30) day extension, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional thirty (30) days

provided that the Administrator provides the Claimant written notice of the extension prior to the expiration of the first thirty (30) day extension period. Each such extension notice must include an explanation of the circumstance requiring the extension and the date by which the Administrator expects to render a benefit determination. In addition, any such notice shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. A Claimant shall be afforded forty-five (45) days within which to provide any such additional information. The time period required for the Administrator to make a determination shall be extended by the period of time commencing on the date the notice is mailed, to the date on which the Claimant's response is received. If a Claimant fails to provide such additional information within forty-five (45) days, the Administrator shall render a benefit determination based on the information available. Upon finding that the Claimant satisfies the eligibility requirements for benefits under the Plan, the Administrator shall promptly notify the Trustee of his eligibility and of the method of distribution selected in accordance with the Plan. However, a claim which relates to a disability benefit under the Plan that is conditioned upon a Participant being determined to be disabled by the Social Security Administration or under a Participating Employer's or an Affiliate's long term disability plan shall be processed as a non-disability claim under this Section and not as a disability claim.

The Administrator shall notify a Claimant in writing, or by means of electronic notification, (in a culturally and linguistically appropriate manner described in Section A4.12(d) with respect to disability claims) if any part of his claim for benefits under the Plan has been denied, setting forth in such notice:

(a) the specific reason or reasons for the denial;

(b) reference to specific provisions of the Plan upon which the denial is based;

(c) a description of any additional material or information deemed necessary by the Administrator for such Claimant to perfect his claim, and an explanation of why such material or information is necessary;

(d) an explanation of the claim review procedure under the Plan, including applicable time limits;

(e) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and

(f) for disability claims, in addition to the information described in subparagraphs (a)-(e) above:

(i) the specific internal rule, guidelines, protocols, standards or other similar criteria relied on in making the denial or a statement that such rules, etc. do not exist;

(ii) a discussion of the decision, including an explanation for the basis for disagreeing with or not following (X) the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (Y), the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant's adverse benefit determination, without regard to whether the advice was relied on in making the decision; and (Z) a disability determination regarding the Claimant presented to the Plan made by the Social Security Administration;

(iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the Claimant's claim for benefits; and

(iv) if the determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request.

Such notice shall set forth the above information in a manner calculated to be understood by such Claimant.

A4.7 Review of Claim Denials. A Claimant shall have sixty (60) days after receipt of written notice of denial of a non-disability claim or one hundred eighty (180) days after receipt of written notice of denial of a disability claim to request review of the denial by making written application to the Retirement Board. Such application must specify any and all reasons the Claimant believes the denial should be reversed and should include documents as required in support of the claim. The application shall be considered by the Retirement Board and the Claimant may review and copy all documents, records, and other information relevant (as determined in accordance with the Department of Labor regulations) to his claim for benefits and may submit issues and comments, in writing. The Retirement Board shall review all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A decision shall be made by the Retirement Board in accordance with the procedures adopted by the Retirement Board. In rendering its decision, the Retirement Board shall have full power, authority and discretion to interpret the Plan, to resolve ambiguities, inconsistencies and omissions, to determine any question of fact, to determine the right to benefits of, and the amount of benefits, if any, payable to, the Claimant in accordance with the provisions of the Plan. The Claimant shall be notified within a reasonable period of time but not later than sixty (60) days for non-disability claims or forty-five (45) days for disability claims after receipt of an appeal. If the Retirement Board determines that an extension of time for processing the claim is needed, it shall

notify the Claimant of the special circumstances requiring the extension and the date by which the Retirement Board expects a decision will be made. The extended date may not exceed sixty (60) days from the end of the initial sixty (60) day period for non-disability claims or forty-five (45) days from the end of the initial forty-five (45) day period for disability claims. Such decision shall be in writing (in a culturally and linguistically appropriate manner described in Section A4.12(d) with respect to disability claims), and in the case of an adverse benefit determination, the Claimant will be notified of:

(a) the specific reason or reasons for the adverse determination;

(b) reference to specific provisions of the Plan upon which the denial is based;

(c) his right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as determined in accordance with the Department of Labor regulations) to his claim for benefits;

(d) for disability claims, in addition to the information described in subparagraphs (a)-(c) above and (f) below:

(i) the specific internal rule, guidelines, protocols, standards or other similar criteria relied on in making the denial or a statement that such rules, etc. do not exist;

(ii) a discussion of the decision, including an explanation for the basis for disagreeing with or not following (X) the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (Y), the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant's adverse benefit determination, without regard to whether the advice was relied on in making the decision; and (Z) a disability determination regarding the Claimant presented to the Plan made by the Social Security Administration; and

(iii) if the determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the

determination or a statement that such explanation shall be provided free of charge upon request; and

(e) A statement describing the Claimant's right to bring a civil suit under Federal law (and, for disability claims, any applicable contractual limitations periods that would apply to Claimant's rights to bring such an action, including the calendar date on which the contractual limitations period expires for the claim) and a statement concerning other voluntary appeal procedures.

The following additional procedures apply with respect to disability claims:

After receiving the Claimant's written request appealing the initial decision, the Plan will conduct a full and fair review of the claim, including the additional rules described in Section A4.12 with respect to disability claims. The review will take into account all comments, documents, records and other information submitted by the Claimant without regard to whether such information was submitted in the initial benefit determination. Deference will not be given to the initial denial, and the Retirement Board will look at the claim anew. The person who reviews the appeal shall not be the same person who made the initial decision to deny the claim. In addition, the person who reviews the appeal shall not be a subordinate of the person who made the initial decision to deny the claim.

The Claimant must specify any and all theories, arguments, reasons and facts for reversal of the denied claim in the request for review. The Claimant bears the burden of proof to demonstrate that all elements of his or her claim are met. The Claimant may submit additional written comments, documents, records, and other information relating to and in support of the request for review; all information submitted will be reviewed whether or not it was available for the initial review. Failure to include any theories, arguments, reasons or facts in the request will result in their being deemed waived and the Claimant will permanently forfeit the right to raise that reason in the future, including in any court proceeding. The Claimant may request

reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits. If the denial was based in whole or in part on a medical judgment, the Retirement Board will consult with an appropriate health care professional who was not consulted in the initial determination of the claim and who is not the subordinate of someone consulted in the initial determination. Names of the health care professionals will be available upon request.

Before the Retirement Board may deny a disability claim, it must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon or generated by the Plan or any other person in making the benefit determination (or at the direction of the Plan or such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the Retirement Board is required to render its final decision (as stated above) in order to give the Claimant a reasonable opportunity to respond prior to such date.

Before the Retirement Board may deny a disability claim based on a new or additional rationale, it must provide the Claimant, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the Retirement Board is required to render its final decision (as stated above) in order to give the Claimant a reasonable opportunity to respond prior to such date.

In deciding an appeal where an adverse benefit determination was based, in whole or in part, on a medical judgment, including determinations regarding whether a treatment is experimental, investigational, or not medically necessary or appropriate, the Retirement Board shall consult with a health care professional who has appropriate training and experience in the applicable field of medicine for the medical judgment and such professional shall not be an

individual consulted in connection with the initial adverse benefit determination nor a subordinate of such an individual.

Notwithstanding any provision in the Plan to the contrary, if the Plan does not follow applicable internal claims and appeals procedures, the Claimant is deemed to have exhausted the internal claims and appeals process and may pursue any available remedies under Section 502(a) of ERISA. In the case of a disability claim, the Plan generally must strictly comply with its claims and appeals procedures; provided, however, that this strict compliance requirement will not be violated, and the claims and appeals process will not be deemed exhausted, if the violation of such procedures is de minimis; does not cause, and is not likely to cause, prejudice or harm to the claimant; was for good cause or due to matters beyond the control of the Plan; and occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant (the "de minimis exception"). The Claimant may request a written explanation of the violation from the Plan with respect to a disability claim, and the Plan must provide such explanation within ten (10) days, describing why the violation should not cause the internal claims and appeals process to be deemed exhausted. If a court rejects the Claimant's request for immediate review of a disability claim on the basis that the standards for the de minimis exception were satisfied, the claim shall be considered as re-filed on appeal upon the Plan's receipt of the court's decision, and within a reasonable time after receipt of the court's decision, the Plan shall notify the Claimant of the resubmission of the disability claim.

A4.8 Decisions Shall be Final and Binding. The interpretations, determinations and decisions of the Administrator or Retirement Board shall, except to the extent provided in Section A4.7 hereof, be final and binding upon all persons with respect to any right, benefit, or privilege hereunder. The review

procedures of Section A4.7 hereof shall be the sole and exclusive remedy and shall be in lieu of all actions at law, in equity, pursuant to arbitration or otherwise, except as otherwise provided in ERISA.

A4.9 Limitation on Liability. Neither the Retirement Board nor any Retirement Board member (while functioning as a member of the Retirement Board), nor any Designee, nor any officers or Employees of the Company or an Affiliate to whom the Administrator delegates any of its powers or authority under the Plan, shall be liable for any act taken by it or them pursuant to any provision of the Plan except for gross abuse of the discretion given it or them hereunder. No member of the Retirement Board or any other appointed board or committee consisting of officers or Employees of the Company or an Affiliate shall be liable for the act of any other member.

A4.10 Indemnification of Retirement Board, Investment Committee, Employees and Fiduciaries. To the fullest extent permitted by law, the Participating Employers, jointly and severally, shall indemnify and hold harmless each member of the Retirement Board, each member of the Investment Committee, each named fiduciary under the Plan, and each employee of the Company or an Affiliate to whom the Administrator, the Retirement Board, the Investment Committee or any fiduciary of the Plan has allocated or delegated any of its powers, authority or duties with respect to the Plan, from any and all claims, loss, damages, expense (including reasonable counsel fees), and liability (including any amount paid in settlement with the approval of the Chief Executive Officer of the Company) arising from any act or omission of such member, named fiduciary, or

employee. This indemnification for all acts or omissions is intentionally broad, but shall not provide indemnification for embezzlement or diversion of assets of the Trust Fund for the benefit of any such individuals, nor shall it provide indemnification for excise taxes imposed under Section 4975 of the Code or any act or omission determined in a final adjudication to be due to a failure to act in good faith or due to the intentional and willful misconduct of such individuals. By way of emphasis and not limitation, the foregoing shall include the advancement of expenses, subject to a written undertaking by such individual to repay such expenses upon a finding indemnity was inappropriate hereunder. Notwithstanding the foregoing, such indemnification will not be provided with respect to any Trustee which is a corporate trustee or any investment manager appointed under the Trust Agreement. No assets of the Plan may be used for any such indemnification.

A4.11 Claims Procedures for Claims against Fiduciaries. A "claim" referred to in this Section is a claim for breach of fiduciary duty against the Company, a Participating Employer, the Administrator, the Retirement Board, any officer, employee, director, board, committee or member of the foregoing, or any other individual employed by the Company or any Affiliate who is a fiduciary of the Plan including any individual who performs fiduciary duties of or for any named fiduciary of the Plan.

Notwithstanding any other provisions of the Plan to the contrary, the Administrator shall process a claim for breach of fiduciary duty within ninety (90) days after its receipt of a written claim with respect to a breach. If special circumstances exist the

Administrator may obtain a ninety (90) day extension by providing the Claimant written notice of the extension within the initial ninety (90) day period. The extension notice must include an explanation of the special circumstances and the date by which the Administrator expects to render a determination.

The Administrator shall notify a Claimant in writing, or by means of electronic notification, if any claim is denied in whole or in part, setting forth in such notice:

(a) the specific reason or reasons for the denial;

(b) references to pertinent provisions of the Plan or related documents upon which the denial is based;

(c) a description of any additional material or information deemed necessary by the Administrator for such Claimant to perfect his claim, and an explanation of why such material or information is necessary; and

(d) an explanation of the claim review procedure under the Plan, including applicable time limits.

Such notice shall set forth the above information in a manner calculated to be understood by such Claimant.

A Claimant shall have sixty (60) days after receipt of written notice of denial of a claim to request review of the denial by making written application to the Retirement Board. Such application must specify any and all reasons the Claimant believes the denial should be reversed and should include documents as required in support of the claim. The application shall be considered by the Retirement Board and the Claimant may review and copy all documents, records, and other information relevant (as determined in accordance with the Department of Labor regulations) to his claim for benefits and may submit issues and comments, in writing. The Retirement Board shall review all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was

submitted or considered in the initial claim determination. A decision shall be made by the Retirement Board in accordance with the procedures adopted by the Retirement Board. In rendering its decision, the Retirement Board shall have full power, authority and discretion to interpret the Plan, to resolve ambiguities, inconsistencies and omissions, to determine any question of fact, to determine any remedy or damages to which the Claimant may be entitled. The Claimant shall be notified within five (5) days after the decision is made. Such decision shall be in writing and in the case of an adverse benefit determination the Claimant will be notified of:

(i) the specific reason or reasons for the adverse determination and the specific Plan provisions on which the determination was based; and

(ii) his right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as determined in accordance with the Department of Labor regulations) to his claim.

A Claimant must exhaust the review procedures of this Section prior to the commencement of any actions at law, in equity, pursuant to arbitration or otherwise. No legal, equitable or other action may be commenced against the Plan, the Company, a Participating Employer, the Administrator or the Retirement Board or any officer, employee, director, board, committee or member of the foregoing if the Claimant fails to bring such action within one hundred eighty (180) days after the Retirement Board's final decision has been rendered or deemed rendered with respect to all or any portion of the claim except that the action may be commenced within the period permitted under ERISA except that such statute of limitations is tolled for the period beginning with the date on which the Claimant files a timely claim under the Plan and ending with the date on which the Administrator, Retirement Board or other applicable Plan fiduciary notifies the Claimant of the final decision under the Plan's claims procedures.

Any claim or action made against the Plan, the Company, a Participating Employer, the Administrator or the Retirement Board, any officer, employee, director, board, committee or member of the foregoing, or any other individual employed by the Company or any Affiliate who is a fiduciary of the Plan including any individual who performs fiduciary duties of or for the Administrator or who serves as a member of any committee, may only be submitted and filed in the United States District Court for the Northern District of Ohio. Any information, issues, rationale or reasons not presented or raised by the Claimant during the claims and review proceedings hereunder and prior to the time the Retirement Board's final decision has been rendered or deemed rendered may not be presented or raised in any legal, equitable or other action.

A4.12 Additional Claims Procedures for Disability Claims. Subject to Sections A4.6 and A4.7, the below shall provide additional general rules applicable to internal claims and appeals procedures for the determination of a disability claim under the Plan, but only to the extent that such procedures are not inconsistent with Labor Regulation Section 2560.503-1 or other applicable law.

(a) The Plan shall allow a Claimant a reasonable opportunity to review the claim file and to present written comments, documents, records and other information relating to the claim as part of the internal claims and appeals process.

(b) The Plan shall provide the Claimant the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination whether or not the advice was relied upon in making the benefit determination.

(c) Decisions regarding hiring, compensation, termination, promotion or other similar matters with respect to any claims personnel shall not be made based upon the likelihood that the individual will support the denial of benefits.

(d) The Plan shall provide notices for disability claims to Claimants in a culturally and linguistically appropriate manner by (i) providing services that include answering questions and providing assistance with filing claims and appeals in any applicable non-English language; (ii) providing, upon request, a notice in any applicable non-English language; and (iii) including in the English versions of all notices, a statement in any applicable non-English language indicating how to access the language services. With respect to an address in any county to which notice is sent, a non-English language is an "applicable non-English language" if ten percent (10%) or more of the population residing in the county is literate only in that non-English language, as determined in guidance published by the Secretary of the Department of Labor.

ARTICLE A5

AMENDMENT AND TERMINATION

A5.1 Amendment. The Company may amend the Plan at any time, or from time to time, prospectively or retroactively, without the consent of any Participant or any Affiliate as evidenced by an instrument in writing executed in the name of the Company by a duly authorized officer of the Company, acting pursuant to authorization or ratification by the Board of Directors; provided, however, that:

(a) no amendment shall deprive any Participant, retired Participant, former Participant or any Beneficiary of any vested benefits to which he is entitled under the Plan, with respect to benefits accrued on the effective date of the amendment, except to the extent permitted by law;

(b) no amendment shall provide for the use of any assets of the Trust Fund for any purpose other than for the benefit of the Employees of the Participating Employers and their Beneficiaries (or the payment of expenses of the administration of the Plan) except as provided in Sections A3.4, A5.3 and A11.1 hereof or as permitted by applicable law; and

(c) no amendment shall cause any funds contributed to the Plan or any assets of the Trust Fund to revert to or be made available to the Company or any Affiliate except as provided in Sections A3.4, A5.3 and A11.1 hereof or as permitted by applicable law.

When any amendment hereto has become effective, a copy of the instrument executed as above provided shall be delivered to the Trustee.

A5.2 Termination. The Company may terminate the Plan at any time as evidenced by an instrument in writing executed in the name of the Company by a duly authorized officer of the Company, acting pursuant to authorization or ratification by the Board of Directors. The Company shall notify the Administrator and the Trustee of any such termination.

A5.3 Allocation of Assets Upon Termination. Upon termination of the Plan, the Plan assets then held by the Trustee or other Funding Agent shall be allocated to Participants in accordance with the terms and provisions of Section 4044 of ERISA. The assets so allocated to each such Participant shall be distributed in the form of a retirement benefit commencing on such date on or after the date of termination of the Plan, but in any event not later than his Normal Retirement Date, as the Administrator shall select. Such distribution shall be accomplished through either:

(a) continuance of the Trust Fund and any Group Annuity Contract;

(b) establishment of a new Trust Fund; or

(c) purchase of annuity contracts;

provided, however, that the Administrator may direct that the Trust Fund and/or any Group Annuity Contract be continued with respect to some of the Participants and that annuity contracts be purchased with respect to the other Participants. If any allocation produces a retirement benefit with an immediate single sum Actuarial Equivalent value of Five Thousand Dollars ($5,000.00) or less for any person, an immediate single sum payment of such Actuarial Equivalent value shall be made by the Trustee in lieu of a retirement benefit as follows:

(i) at such person's direction, if his retirement benefit has an immediate single sum Actuarial Equivalent value of greater than One Thousand Dollars ($1,000.00); or

(ii) without the consent of such person, if his retirement benefit has an immediate single sum Actuarial Equivalent value of One Thousand Dollars ($1,000.00) or less.

Any sums remaining in the Trust Fund and any Group Annuity Contract after satisfaction of or provision for all liabilities with respect to all persons entitled to benefits under the Plan shall be returned to the Company.

A5.4 Partial Termination. Notwithstanding anything to the contrary contained in this Article and for the sole purpose of complying with the provisions of Section 411(d)(3) of the Code, in the event of termination or partial termination of the Plan, the interests in the Plan of all Participants affected by such termination or partial termination shall be fully vested and nonforfeitable to the extent funded as of the date of such termination or partial termination. This Section shall be operative only in the event it is determined upon such an event of termination or partial termination that the provisions of Section A5.3 hereof do not comply fully with said Section 411(d)(3) without the application of this Section. For purposes of this Section, no event shall be considered to be a "partial termination" unless:

(a) the Company has so designated such event in a writing delivered to the Trustee; or

(b) such event has been finally and expressly determined to be a partial termination within the meaning of Section 411(d) of the Code in an administrative or judicial proceeding to which both the Company and the Commissioner of Internal Revenue or his delegate were parties.

ARTICLE A6

LIMITATION OF DISTRIBUTIONS

A6.1 Application of Limitation. The limitation contained in this Article shall apply, in any Plan Year, to any highly compensated employees or highly compensated former employees (as defined in Section 414(q) of the Code) who are or have been Participants in the Plan and who are among the twenty-five (25) individuals who are or have been the highest paid Employees of the Company and its Affiliates determined on the basis of the amount of compensation paid to them by the Company and its Affiliates in any single Plan Year taking into consideration the compensation paid to them in the current Plan Year or, if higher, any prior Plan Year. A Participant's compensation shall mean his Testing Compensation.

A6.2 Amount of Benefit Limited. The Employer Funded Benefits distributed, in any Plan Year, to any person described in Section A6.1 hereof shall be limited so that the amount paid to such individual in the Plan Year is no greater than an amount equal to the payment that would be made on behalf of the individual under a straight life annuity that is the Actuarial Equivalent of the sum of (i) the individual's accrued Employer Funded Benefit and other Employer Funded Benefits under the Plan (other than a Social Security supplement) and (ii) the amount of the payments that the individual is entitled to receive under a Social Security supplement.

The preceding limitation shall not apply if:

(a) after taking into account payment of such benefits to or on behalf of such individual, the value of the Plan's assets equals or exceeds one hundred ten percent (110%) of the value of the Plan's current liabilities, as such term was defined in Section 412(l)(7) of the Code prior to 2008; or

(b) the value of the benefits payable to or on behalf of such individual is less than one percent (1%) of the value of the Plan's current liabilities, as such term was defined in Section 412(l)(7) of the Code prior to 2008; or

(c) the value of the benefits payable to such individual does not exceed Five Thousand Dollars ($5,000.00) at the time of distribution.

For purposes of this Section, the words "other Employer Funded Benefits" include loans in excess of the amount set forth in Section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to a living individual, and any death benefits not provided for by insurance on the individual's life.

A6.3 Distribution of Amounts in Excess of Limit. If an individual who is limited by Section A6.2 hereof shall elect to receive his Employer Funded Benefits under an optional form of retirement benefits so that the amount payable to him shall exceed the limitation set forth in Section A6.2 hereof, such distribution shall not be made unless the individual shall provide security for the repayment to the Plan of all amounts in excess of the limitation. Such security shall be in the form of an escrow arrangement which shall provide for the return to the Plan of the excess amounts, together with the earnings thereon, in the event that the Plan shall terminate at a time when the Trust Fund and any Group Annuity Contract have insufficient assets to satisfy all benefit liabilities of the Plan. Such escrow arrangement shall provide for the annual release of assets from the escrow fund to the extent that the amount payable under the Plan in a subsequent year shall be less than the subsequent year's limitation. The escrow

arrangement shall further provide for the release of the entire escrow fund if the limitation contained in Section A6.2 hereof shall no longer apply to the individual.

A6.4 Benefits on Termination of Plan. In the event of termination of the Plan, the benefit payable to any highly compensated employee and any highly compensated former employee cannot exceed a benefit which is deemed to be nondiscriminatory under Section 401(a)(4) of the Code.

ARTICLE A7

TOP-HEAVY PROVISIONS

A7.1 Application of Top-Heavy Provisions. During any Plan Year that the Plan is top-heavy, as determined in accordance with Section A7.2 hereof, the special provisions contained in Sections A7.3 and A7.4 hereof shall apply to Participants who are Non-Bargaining Unit Employees. In addition, once the Plan has been top-heavy, the provisions of Section A7.4 hereof shall continue to apply to any Participant who was a Non-Bargaining Unit Employee and a Participant when the Plan was top-heavy even though the Plan shall have ceased to be top-heavy. Finally, the provisions of Section A7.5 hereof shall apply in any Plan Year that the Plan ceases to be top-heavy and thereafter until the Plan shall again become top-heavy. Sections A7.3 and A7.4 hereof shall not apply to Bargaining Unit Employees.

A7.2 Determination of Top-Heavy Status. The Plan shall be considered to be top-heavy in any Plan Year if, as of the determination date for such Plan Year, all the aggregation groups of which the Plan is a member are top-heavy groups. In the event that in any Plan Year the Plan is a member of an aggregation group which is not a top-heavy group, the Plan shall not be considered to be top-heavy for such Plan Year.

Unless the context otherwise indicates, the following terms shall have the following meanings whenever used in this Article:

(a) "determination date" shall mean, for the first Plan Year, its last day, and for any other Plan Year, the last day of the preceding Plan Year;

(b) "key employee" shall mean a "key employee" as described in Section 416(i) of the Code which is hereby incorporated by reference and who is described for informational purposes herein as any Employee or former Employee or a Beneficiary who at any time during the Plan Year is:

(i) an officer of a Participating Employer or an Affiliate having Testing Compensation for the Plan Year of determination greater than One Hundred Seventy Thousand Dollars ($185,000.00) (plus any increase after 2020 for cost-of-living determined from time to time pursuant to regulations issued by the Secretary of the Treasury or his delegate pursuant to Section 415(d) of the Code);

(ii) a five percent (5%) actual or constructive owner of a Participating Employer or any Affiliate; or

(iii) a one percent (1%) actual or constructive owner of a Participating Employer or any Affiliate having Testing Compensation from the Participating Employer and all Affiliates for the Plan Year of determination greater than One Hundred Fifty Thousand Dollars ($150,000.00);

provided that any such Employee also performed service for a Participating Employer an Affiliate during the one (1) Plan Year period ending on the determination date; and provided that an amount held for the Beneficiary of a key employee who is deceased shall be deemed to be an amount held for a key employee; and

(c) "non-key employee" shall mean any Employee, former Employee or Beneficiary who during a Plan Year is not a key employee as defined in subparagraph (b) of this Section, including any Employee or Beneficiary who was formerly a key employee;

(d) "permissive aggregation group" shall mean the required aggregation group plus one or more other defined benefit or defined contribution plans to which a Participating Employer or any Affiliate makes contributions, including each such plan terminated during the five (5) year period ending on the determination date, which, when considered as a group with the required aggregation group, would continue to comply with Sections 401(a)(4) and 410 of the Code;

(e) "required aggregation group" shall mean each defined benefit plan and each defined contribution plan of a Participating Employer or any Affiliate in which a key employee is a participant in the Plan Year containing the determination date or in any of the four (4) preceding Plan Years and each other defined benefit plan and each other defined contribution plan which, during said Plan Years, enables such plans to meet the requirements of Section 401(a)(4) or 410 of the Code, including

for this purpose each defined benefit plan and each defined contribution plan of a Participating Employer or any Affiliate which was terminated during any of said Plan Years;

(f) "top-heavy group" shall mean any aggregation group if the sum, as of the determination date, of:

(i) the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such group; and

(ii) the aggregate value of the account balances of key employees under all defined contribution plans included in such group;

exceeds sixty percent (60%) of a similar sum determined for all Participants, former Participants and Beneficiaries permitted to be taken into account pursuant to Section 416(g) of the Code, with such values being determined for each plan as of the most recent valuation date occurring within the twelve (12) month period ending on the determination date and subject to appropriate adjustments under said Section 416(g), including the requirement that benefits and accounts of a Participant be increased by the in-service distributions with respect to such Participant during the five (5) year period ending on the determination date and all other distributions with respect to such Participant during the one (1) year period ending on the determination date; and

(g) "valuation date" shall mean:

(i) in the case of a defined contribution plan, a date as of which account balances are valued; and

(ii) in the case of a defined benefit plan, a date as of which liabilities and assets are valued for computing plan costs for purposes of determining the plan's minimum funding requirements under Section 412 of the Code.

In making any of the aforementioned calculations, contributions due but unpaid as of the determination date shall be included in determining the value of account balances, if any. In addition, the present value of cumulative accrued benefits shall be determined as if they accrued no more rapidly than the slowest rate of accrual permitted under the fractional rule of Section 411(b)(1)(C) of the Code utilizing the actuarial factors and assumptions set forth in the defined benefit plans included in the aggregation groups. Furthermore, for purposes of making

the aforementioned calculations with respect to defined benefit plans, proportional subsidies, and benefits not relating to retirement benefits, such as pre-retirement death and disability benefits and post retirement medical benefits, are to be disregarded but nonproportional subsidies are to be taken into account.

A7.3 Vesting. Subject to Section A7.5 hereof, a Participant's forfeitable Accrued Benefit which is derived from Participating Employer contributions shall become nonforfeitable if such Participant is employed during a Plan Year in which the Plan becomes or is top-heavy and he completes three (3) years of Eligibility Service. Notwithstanding anything herein to the contrary, this Section shall not apply to any Participant who does not work an hour for a Participating Employer or an Affiliate after the Plan initially becomes top-heavy and to any Participant who is a Bargaining Unit Employee.

A7.4 Accrual of Top-Heavy Benefit. Once the Plan has been top-heavy the Employer Funded Benefit of any Participant who was a Participant and a Non-Bargaining Unit Employee when the Plan was top-heavy shall not be less than (a) minus (b) below, where:

(a) equals the lesser of:

(i) two percent (2%) of his top-heavy average annual compensation multiplied by the number of Plan Years during which the Plan was top-heavy and during which he was a Participant and a Non-Bargaining Unit Employee but was not a key employee; or

(ii) twenty percent (20%) of his top-heavy average annual compensation; and

(b) equals an annual amount commencing on the Participant's date of retirement under a single life annuity form which is the Actuarial Equivalent of the amounts, if any, which are then credited to his accounts under any defined contribution plans of a Participating Employer or any

Affiliate and which are attributable to Participating Employer or Affiliate contributions under said plans, other than salary deferral contributions, or which shall have previously been distributed to him from said plans.

For purposes of this Section, such Participant's "top-heavy average annual compensation" shall mean the average of the Participant's Testing Compensation during the five (5) consecutive years during which the average is highest, taking into account his Testing Compensation in any year that the Plan was top-heavy and any year prior to a top-heavy year.

A7.5 Cessation of Top-Heavy Status. Except as provided herein, in the event that the Plan shall have been top-heavy for one (1) or more Plan Years and shall thereafter cease to be top-heavy, Section A7.3 hereof shall cease to apply to any Participant who has not completed three (3) or more years of Eligibility Service on the date the Plan ceased to be top-heavy.

ARTICLE A8

LIMITATION OF BENEFITS

A8.1 Maximum Benefits. Notwithstanding anything contained in the Plan to the contrary, in no event shall a Participant's annual amount of retirement benefits, annual accrued benefits or lump sum benefit exceed the maximum allowable amount determined in accordance with Section 415 of the Code, which is incorporated herein by reference, taking into account Section 1106 of the Tax Reform Act of 1986, Section 235(g) of the Tax Equity and Fiscal Responsibility Act of 1982 and Section 2004(d) of ERISA, which are, respectively, incorporated herein by reference; provided, however, that said Sections 1106, 235(g) and 2004(d) shall not be taken into account with respect to a Participant if said Sections were not taken into account under a Predecessor Plan prior to January 1, 2007. However, for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C) or (D) of the Code, the mortality table used shall be the table referred to in Section A2.2(a)(ii) hereof. To the extent that the Secretary of the Treasury shall, by regulation, raise the limitation of Section 415(b)(1)(A) of the Code to reflect increases in the cost of living as permitted by Section 415(d) of the Code or if the limitation is raised by action of the United States Congress, the new amount of limitation at the time of the Participant's commencement of benefits shall be applied if automatic adjustments of such limitations, without amendment of the Plan, are permitted by the Code. Such new

limitations shall be effective as of January 1 of each calendar year and apply with respect to limitation years ending with or within that calendar year.

In addition, notwithstanding anything contained in the Plan to the contrary, for purposes of adjusting any benefit payable in a form subject to the minimum present value requirements of Section 417(e)(3) of the Code and subject to any adjustment under Section 415(b)(2)(B), for limitation years beginning on or after January 1, 2015, the interest rate assumption shall not be less than the greatest of five and five-tenths percent (5.5%), the rate that provides a benefit of not more than one hundred five percent (105%) of the benefit that would be provided if the rate (or rates) applicable in determining minimum lump sums were used or the rate specified in Section A2.2(b)(ii) hereof.

A8.2 Reduction in Excess Benefits. In the event a Participant would otherwise be entitled to benefits or projected benefits in excess of the limits of Section 415(b) of the Code, adjustment under Section 415 of the Code shall be made in the following order:

(a) first, projected benefits under the Plan shall be reduced; and

(b) second, accrued benefits under the Plan shall be reduced.

In the event a Participant also has accrued a benefit under another defined benefit pension plan of the Company or a Related Employer, any reduction to the accrued benefits of such Participant that are necessary to prevent such Participant from exceeding the limitations of Section 415(b) of the Code shall be made first to the benefit accrued under the plan by which the Participant was first covered, then to the benefits accrued under the next plan by which the Participant was covered, until the limitations are met.

A8.3 Definitions. For purposes of calculating the maximum allowable amounts under Section A8.1 hereof, a Participant's "limitation year" shall mean the calendar year, and for limitation years beginning on or after January 1, 2015 his "compensation" shall mean compensation as defined in Section 415(c)(3) of the Code and the Treasury regulations thereunder, namely the general definition set forth in Section 1.415(c)-2 of the Treasury regulations, but shall not include compensation in excess of the Compensation Limit and shall include amounts paid by the later of two and one-half (2-1/2) months following a Participant's termination of employment or the end of the limitation year in which such termination of employment occurred, provided such amounts are:

(a) regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments, and such amounts would have been paid if there had been no termination of employment; or

(b) nonqualified unfunded deferred compensation that would otherwise have been paid in such two and one-half (2-1/2) months if the Participant had remained employed and only to the extent that it is included in the Participant's gross income; or

(c) payments for unused bona fide sick, vacation and other leave paid after termination of employment, if the Participant would have been able to use such leave if employment had continued.

Effective January 1, 2009, compensation for purposes of this Section shall also include any "differential wage payment" (as described in Section 3401(h)(2) of the Code) paid to a Participant during any period of absence taken by such Participant to perform Military Service, to the extent required by the Heroes Earnings Assistance and Relief Tax Act of 2008 or any subsequent laws.

A8.4 Prior Benefit. Notwithstanding anything to the contrary in this Article, a Participant's benefits shall not be reduced below those which had accrued to the Participant prior to any amendment of Section 415 of the Code or prior to January 1, 2008.

ARTICLE A9

PROHIBITION AGAINST ALIENATION

A9.1 Non-Alienation of Benefits. Except as otherwise provided in this Article, no benefits under the Plan shall be subject in any manner to be anticipated, alienated, sold, transferred, assigned, pledged, encumbered or charged, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefits as herein provided for him.

A9.2 Exceptions. Notwithstanding Section A9.1 hereof to the contrary, the following shall not be treated as an assignment or alienation prohibited by said Section A9.1:

(a) the creation, assignment or recognition of a right to any benefit under the Plan payable with respect to a Participant or former Participant under the Plan pursuant to a Qualified Domestic Relations Order; or

(b) the offset of a Participant's or former Participant's benefit under the Plan against an amount that such Participant or former Participant is ordered or required to pay to the Plan where:

(i) the order or requirement to pay arises under a judgment for a crime involving the Plan, a civil judgment, consent order or decree for violation or alleged violation of fiduciary duties as stated in part 4 of subtitle B of title I of ERISA, or pursuant to a settlement agreement between the Secretary of Labor or the Pension Benefit Guaranty Corporation and the Participant or former Participant for violation or alleged violation of fiduciary duties as stated in part 4 of subtitle B of title I of ERISA by a fiduciary or any other person; and

(ii) the judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or

required to be paid to the Plan against the Participant's or former Participant's benefits provided by the Plan; and

(iii) to the extent, if any, that survivor annuity requirements apply to distributions to the Participant or former Participant under Section 401(a)(11) of the Code, the rights of such Participant's or former Participant's spouse are preserved in accordance with Section 401(a)(13)(C)(iii) of the Code; or

(c) any other arrangement, transfer or transaction which is not treated as a prohibited assignment or alienation under Section 401(a)(13) of the Code and the regulations thereunder or other applicable law.

A9.3 Right to Benefits by Alternate Payee. In the event the Plan is required, pursuant to a Qualified Domestic Relations Order, to pay to an Alternate Payee all or any portion of a Participant's or former Participant's retirement benefits payable hereunder, the Administrator shall appropriately reduce the Accrued Benefit of such Participant or former Participant. Any such reduction shall not cause the Plan to fail to meet the requirements of Section 401(a)(13) of the Code.

A9.4 Notification of Parties and Determination Whether Qualified. In the event the Plan is served with a Domestic Relations Order, the Administrator shall promptly notify the Participant or former Participant and any Alternate Payee to whom such order relates of the receipt of such order and the Plan's procedures for determining whether such order is a Qualified Domestic Relations Order. Within a reasonable time after receipt of such Domestic Relations Order, the Administrator shall determine whether such order is a Qualified Domestic Relations Order and shall notify the Participant or former Participant and each Alternate Payee of its determination.

A9.5 Separate Accounting as a Result of Domestic Relations Order. During any period in which the issue of whether a Domestic Relations Order is a Qualified Domestic Relations Order is being determined, the Administrator shall separately account for the amounts which would have been payable to an Alternate Payee during such period, if the order had been, during such period, determined to be a Qualified Domestic Relations Order (the "Segregated Amounts"). If the Domestic Relations Order is determined to be a Qualified Domestic Relations Order within eighteen (18) months after the Plan is served with such Domestic Relations Order, the Administrator shall hold and dispose of the Segregated Amounts in accordance with the terms of the Qualified Domestic Relations Order and shall reduce the Accrued Benefit of the Participant or former Participant with respect to whom the Domestic Relations Order was issued for such Segregated Amounts and for any additional amounts required to be paid to an Alternate Payee.

If:

(a) it is determined that such Domestic Relations Order is not a Qualified Domestic Relations Order; or

(b) the issue with respect to whether such Domestic Relations Order is a Qualified Domestic Relations Order is not resolved within eighteen (18) months after the Plan is served with such Domestic Relations Order;

the Administrator shall cease to separately account for the Segregated Amounts as though the Plan had never been served with such Domestic Relations Order. If eighteen (18) months have elapsed since the Plan was served with such Domestic Relations Order and such Domestic Relations Order is subsequently determined to be a Qualified Domestic Relations Order, such Qualified Domestic Relations Order shall only be applied prospectively.

A9.6 Review Procedures. Any Participant, former Participant or Alternate Payee who is affected by a Domestic Relations Order served upon the Plan may, upon written notice to the Retirement Board, request a review by the Retirement Board of the Administrator's determination with respect to the qualification or lack of qualification of such Domestic Relations Order. Any such request for review must be filed in accordance with Section A4.7 hereof. The review by the Retirement Board of the determination of the Administrator shall be subject to the rules and procedures set forth in Article A4 hereof.

A9.7 Status of Alternate Payee. Any Alternate Payee who is entitled to receive a benefit from the Plan pursuant to a Qualified Domestic Relations Order shall, with respect to the Plan, to the extent of the Alternate Payee's interest in the Plan, have such rights as are specified in the Qualified Domestic Relations Order.

A9.8 Limitation of Forms of Payment Available to Alternate Payees. Notwithstanding any provision of the Plan to the contrary, in no event shall the Plan pay any benefit to an Alternate Payee under a Domestic Relations Order in the form of a joint and survivor annuity or in a form of payment which is not available to the Participant to whom such Domestic Relations Order relates.

ARTICLE A10

MINIMUM DISTRIBUTION REQUIREMENTS

A10.1 General Rules. The provisions of this Article will apply for purposes of determining required minimum distributions under the Plan. The provisions of this Article will take precedence over any inconsistent provisions of the Plan for the purposes of satisfying the requirements of Section 401(a)(9) of the Code; provided, however, that this Article shall not operate to provide enhanced distribution options or to provide new or additional benefits, rights or features under the Plan. The following general rules shall apply:

(a) All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

(b) Notwithstanding the other provisions of this Article, other than subparagraph (a) above, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

A10.2 Time and Manner of Distribution.

(a) A Participant's entire interest under the Plan will be distributed, or begin to be distributed, to the Participant no later than his Required Beginning Date.

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving spouse is his sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the participant would have attained Age seventy and one-half (70-1/2), if later. Alternatively, the Participant or surviving spouse may elect to have the Participant's

entire interest distributed to such surviving spouse by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under this Section A10.2(b), or by September 30 of the calendar year which contains the fifth (5th) anniversary of the Participant's (or, if applicable, surviving spouse's) death. If the Participant's surviving spouse is the Participant's sole designated beneficiary, an election is made in accordance with this Section A10.2(b)(i), and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(ii) If the Participant's surviving spouse is not his sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. Alternatively, the Participant or beneficiary may elect to have the Participant's entire interest distributed to such beneficiary by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under this Section A10.2(b) or by September 30 of the calendar year which contains the fifth (5th) anniversary of the Participant's death.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(iv) If the Participant's surviving spouse is his sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section A10.2(b), other than subparagraph (i) above, will apply as if the surviving spouse were the Participant.

For purposes of this Section A10.2(b) and Section A10.5 hereof, distributions are considered to begin on the Participant's Required Beginning Date (or, if subparagraph (iv) above applies, the date distributions are required to begin to the surviving spouse under subparagraph (i) above). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to

begin to the surviving spouse under subparagraph (i) above), the date distributions are considered to begin is the date distributions actually commence.

(c) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections A10.3, A10.4 and A10.5 hereof. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

A10.3 Determination of Amount to be Distributed Each Year.

(a) If a Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section A10.4 or A10.5 hereof;

(iii) once payments have begun over a period, the period may only be changed as provided in subparagraph (d) below;

(iv) payments will either be nonincreasing or increase only as follows:

(A) with an annual percentage increase that does not exceed the annual percentage increase in an eligible cost-of-living index (as defined in accordance with Section 401(a)(9) of the Code and Treasury regulation Section 1.401(a)(9)-6, Q&A-14(b)) for a 12-month period ending in the year during with the increase occurs or the prior year;

(B) with a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index (as defined in accordance with Section 401(a)(9) of the Code and Treasury regulation Section

1.401(a)(9)-6, Q&A-14(b)) since the Benefit Commencement Date, or if later, the date of the most recent percentage increase (however, in cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years);

(C) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period described in Section A10.4 dies or is no longer the Participant's beneficiary pursuant to a Qualified Domestic Relations Order

(D) to pay increased benefits that result from a Plan amendment;

(E) to allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant’s death;

(F) under annuity contracts purchased from an insurance company, to the extent such increases are permitted by Section 401(a)(9) of the Code and Treasury regulation Section 1.401(a)(9)-6, Q&A-14(c); or

(G) in the case of annuity payments paid under the Plan from a qualified trust, if payments are increased:

1) by a constant percentage, applied not less frequently than annually, at a rate that is less than five percent (5%) per year;

2) to provide a final payment on death of the Participant that does not exceed the excess of the actuarial present value of the Participant’s accrued benefit calculated as of the Benefit Commencement Date using the applicable interest rate and the applicable mortality table under Section 417(e) of the Code (or, if greater, the total amount of the Employee contributions) over the total of payments before the death of the Participant; or

3) as a result of dividend payments or other payments that result from actuarial gain but only to the extent provided under Section 401(a)(9) of the Code and Treasury regulation Section 1.401(a)(9)-6, Q&A-14(d)(3).

(b) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section A10.2(b)(i) or (ii) hereof) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(c) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) In general, an annuity payment period can be changed only as provided in (i) or (ii) below:

(i) An annuity payment period may be changed in association with an annuity payment increase described in Section A10.3(a)(iv) hereof.

(ii) In a stream of annuity payments that otherwise satisfies Section 401(a)(9) of the Code, the period may be changed and the annuity payments modified in association with that change, provided that both (A) and (B) below are satisfied:

(A) either:

1) the modification occurs at the time the Participant retires or in connection with a termination of the Plan,

2) the annuity payments prior to the modification are annuity payments paid over a period certain without life contingencies, or

3) the annuity payments after the modification are paid under a qualified joint and survivor annuity over the

joint lives of the Participant and a designated beneficiary, the Participant's spouse is the sole designated beneficiary, and the modification occurs in connection with the Participant becoming married to such spouse; and

(B) all of the following conditions are satisfied:

1) the future payments under the modified stream satisfy Section 401(a)(9) of the Code (determined by treating the date of the change as a new Benefit Commencement Date and the actuarial present value of the remaining payments as the entire interest of the Participant);

2) for purposes of Sections 415 and 417 of the Code, the modification is treated as a new Benefit Commencement Date;

3) after the taking into account the modification, the annuity stream satisfies Section 415 of the Code (determined at the original Benefit Commencement Date, using the interest rates and mortality tables applicable to such date); and

4) the end of the period certain, if any, for any modified payment period is not later than the end point available to the Participant under Section 401(a)(9) of the Code at the original Benefit Commencement Date.

(e) Pursuant to Section 401(a)(9)(F) of the Code and Treasury regulation Section 1.401(a)(9)-6, Q&A-15, payments made to a Participant's child until such child reaches the age of majority (or dies, if earlier) may be treated as if such payments were made to the surviving spouse to the extent they become payable to the surviving spouse upon cessation of payments to the child. When such payments become payable to the surviving spouse there is not an increase in benefits under Section A10.3(a)(iv) hereof.

A10.4 Requirements For Annuity Distributions That Commence During Participant's Lifetime. In the event annuity distributions commence during a Participant's lifetime, the following requirements apply:

(a) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(b) Unless the Participant's spouse is the sole designated beneficiary, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Benefit Commencement Date. If the Benefit Commencement Date precedes the year in which the Participant reaches Age seventy (70), the applicable distribution period for the Participant is the distribution period for Age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Benefit Commencement Date. If the Participant's spouse is the Participant's sole designated beneficiary, the period certain is permitted to be as long as the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Benefit Commencement Date, if longer than the applicable period for the Participant, provided that the period certain is not provided in conjunction with a life annuity.

A10.5 Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin. If a Participant dies before the date distribution of his interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time

described in Section A10.2(b)(i) or (ii) hereof, over the life of the designated beneficiary or over a period certain not exceeding:

(a) unless the Benefit Commencement Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(b) if the Benefit Commencement Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Benefit Commencement Date.

In the event that the Participant or the Participant's designated beneficiary makes an election under Section A10.2(b)(i) or (ii) hereof, distributions will be made in accordance with such election and the provisions of Section A10.2(b)(i) or (ii), as applicable.

If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

If the Participant dies before the date distribution of his interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section A10.2(b)(i) hereof.

A10.6 Actuarial Increase. If a Participant who is not a five percent (5%) owner as defined in Section 416(i)(l)(B)(i) of the Code retires after the calendar year in which he attains Age seventy and one-half (70-1/2), in order to satisfy Section 401(a)(9)(C)(iii) of the Code, his Accrued Benefit shall be

actuarially increased to take into account any period after Age seventy and one-half (70-1/2) in which he was not receiving retirement benefits under the Plan. Such actuarial increase shall be provided for the period commencing on the April 1 following the calendar year in which the Participant attained Age seventy and one-half (70-1/2) (or January 1, 1997, if later) and ending on the date on which retirement benefits commenced in an amount sufficient to satisfy Section 401(a)(9) of the Code ("Period of Increase"). The retirement benefits payable to such a Participant as of the end of the Period of Increase shall not be less than (a) plus (b) minus (c) below, where:

(a) equals the actuarial equivalent of the retirement benefits that would have been payable as of the first day of the Period of Increase if retirement benefits had commenced on such date;

(b) equals the actuarial equivalent of any additional retirement benefits accrued after the first day of the Period of Increase; and

(c) equals the actuarial equivalent of any distributions made with respect to such Participant's retirement benefits after the first day of the Period of Increase.

Actuarial equivalence under this Section is determined by using the Plan's assumptions for determining actuarial equivalence for purposes of satisfying Section 411 of the Code.

A10.7 Definitions. The following terms shall have the following meanings whenever used in this Article:

(a) "designated beneficiary" shall mean the individual who is designated as the beneficiary under the Plan is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) "distribution calendar year" shall mean a calendar year for which a minimum distribution is required. For distributions beginning before a Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's

Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section A10.2 hereof.

(c) "life expectancy" shall mean life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) "Required Beginning Date" shall mean the date specified in Section A2.35 hereof.

ARTICLE A11

MISCELLANEOUS

A11.1 Exclusive Benefit Rule. The Plan has been adopted for the exclusive benefit of the Participants and their Beneficiaries. No funds contributed to or held by the Trustee (or the funding agent for a Group Annuity Contract) pursuant to the Plan shall at any time revert to, or be used or enjoyed by the Company or an Affiliate, nor shall any such funds or assets at any time be used other than for the benefit of the Participants or their Beneficiaries except as provided in Sections A3.4 and A5.3 hereof.

A11.2 No Employment, Legal or Equitable Right Created. Neither anything contained herein, nor any contribution made hereunder, nor any other acts done in pursuance of the Plan, shall be construed as giving any Employee the right to be retained in the service of the Company or any Affiliate, or shall in any way affect the right of the Company or any Affiliate to control its Employees and to terminate the service of any Employee at any time. Neither any Employee of the Company or any Affiliate nor anyone else shall have any rights whatsoever, legal or equitable, against the Administrator, the Retirement Board, the Board of Directors, the Company, any Affiliate, the Trustee, any committee under the Trust Agreement or their respective officers, employees, members, and agents as a result of the Plan, except those expressly granted to him hereunder.

A11.3 Applicable Law. The Plan shall be construed under and in accordance with the laws of the State of Ohio and of the United States of America.

A11.4 Limitations on Liability. No liability shall be incurred by the Company, any Affiliate, the Retirement Board, the Administrator or the Trustee beyond the specific provisions of the Plan, except as provided under ERISA, and except for gross negligence or bad faith in the performance of their duties specified herein.

A11.5 Payment of Small Lump Sums ($5,000 or less). If the immediate single sum Actuarial Equivalent value of any person's vested benefits hereunder (including both employer and employee funded benefits) would amount to Five Thousand Dollars ($5,000.00) or less at the time of such person's termination of employment or such other event as may entitle such person to receive a distribution hereunder, an immediate single sum payment of such Actuarial Equivalent value shall be made by the Trustee in lieu of a retirement benefit or death benefit as follows:

(a) at such person's direction, if his vested benefits have an immediate single sum Actuarial Equivalent value of greater than One Thousand Dollars ($1,000.00); or

(b) without the consent of such person, if his vested benefits have an immediate single sum Actuarial Equivalent value of One Thousand Dollars ($1,000.00) or less.

Any such single sum payment shall be in full discharge of all the Plan's liability in respect to such vested benefits and shall be made in accordance with the provisions of Section A11.17 hereof.

A11.6 Zero Cashout. If a Participant terminates employment at a time when the immediate single sum Actuarial Equivalent value of his vested retirement benefits under a Constituent Plan is zero (0), such terminated

Participant shall be deemed to have received an immediate single sum payment of such Actuarial Equivalent value from the Plan in such zero (0) amount in full discharge of the Plan's liability under the Constituent Plan with respect to his retirement benefits under such Constituent Plan and such retirement benefits shall be forfeited. Such distribution and forfeiture shall be deemed to have occurred on the date of Termination of Employment of such terminated Participant. If such terminated Participant is rehired at a time when his prior Eligibility Service under the Constituent Plan is restored, the distribution and forfeiture described in this Section shall be deemed to have been repaid and recredited, respectively, with respect to the Constituent Plan as of his date of rehire.

A11.7 Receipts and Releases. Any payment to any Participant, former Participant, Beneficiary or Alternate Payee, or to the legal representative of any one of them, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Administrator, the Company, any Participating Employer and the Trustee, any of whom may require such Participant, former Participant, Beneficiary or Alternate Payee or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Administrator or the Trustee as the case may be.

A11.8 Separability. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and the Plan shall be construed and enforced as if such provisions had not been included.

A11.9 Interpretation. All provisions of the Plan shall be interpreted and administered in accordance with the provisions of ERISA and Section 401(a) of the Code, and any successor Section or Sections, in a nondiscriminatory manner and in a manner which will assure compliance of the Plan's operation therewith. Employees and Beneficiaries in similar circumstances shall receive uniform, consistent and non-discriminatory treatment hereunder.

A11.10 Impossibility of Performance. In the event that it becomes impossible for the Company, a Participating Employer or the Administrator to perform any act under the Plan, that act shall be performed which, in the judgment of the Company, Participating Employer or Administrator, as the case may be, will most nearly carry out the intent and purpose of the Plan.

A11.11 Mergers, Consolidations and Transfers of Assets. In the event the Plan shall merge or consolidate with, or transfer any of its assets or liabilities to any other plan, each Participant shall be entitled to receive, if the Plan were terminated immediately thereafter, a benefit which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated, in accordance with Section 208 of ERISA and Sections 401(a)(12) and 414(1) of the Code.

A11.12 Procedures Regarding Spousal Consents. If any provision of the Plan shall require the consent of the spouse of a Participant, such consent shall be in writing with the signature of the spouse notarized or witnessed by an authorized representative of the Company, or shall be made in such other manner as may be permitted by law. Notwithstanding any provision hereof to the contrary,

the consent of the spouse shall not be necessary if it is established to the satisfaction of the Administrator that the signature of the spouse cannot be obtained either because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Any consent given by a spouse or an establishment that consent cannot be obtained pursuant to this Section shall be effective only with respect to such spouse and shall not be effective with respect to any other spouse of such Participant.

A11.13 Spousal Consents. Notwithstanding any provision of the Plan to the contrary, the Administrator, where required by law or where it deems appropriate, may require spousal consent for any actions taken, elections made, or the exercise of any rights by a married Participant under the Plan. Any consent by a spouse pursuant to this Section shall be made in accordance with Section A11.12 hereof.

A11.14 Singular-Plural. The singular herein shall include the plural, or vice versa, wherever the context so requires.

A11.15 Gender. A pronoun in the masculine, feminine or neuter gender shall be deemed where appropriate to include also the masculine, feminine or neuter gender.

A11.16 Retroactive Amendments. Except as otherwise provided in ERISA, the Plan may be modified and amended retroactively in any respect in the sole discretion of the Board of Directors. Pursuant to Section 401(b) of the Code, the Plan may be modified and amended retroactively, if necessary, to secure exemption and qualification under Section 401(a) of the Code.

A11.17 Direct Rollovers. Any distribution made hereunder to a distributee shall be made directly to such distributee unless he elects a direct rollover pursuant to the second paragraph of this Section; provided, however, that the distributee must acknowledge in writing that he understands that any payment which includes more than Two Hundred Dollars ($200.00) in cash and which, under Section 402(c) of the Code, is eligible to be rolled over to an eligible retirement plan will be subject to withholding taxes.

Each distributee shall have the right to direct that any distribution which, under Section 402(c) of the Code, qualifies as an eligible rollover distribution be transferred directly to an eligible retirement plan. A distributee may direct that part of the distribution be transferred directly to an eligible retirement plan and the balance be paid to him, provided that the amount directly transferred to the eligible retirement plan shall be at least Five Hundred Dollars ($500.00). A distributee is not permitted to direct that his distribution be transferred directly to more than one (1) eligible retirement plan. In the event that a distributee fails to make any direction, the distribution shall be paid directly to him after deduction of appropriate withholding taxes.

Unless the context otherwise indicates, the following terms shall have the following meanings whenever used in this Section:

(a) "eligible rollover distribution" shall mean any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more;

(ii) any distribution to the extent such distribution is required pursuant to Section 401(a)(9) of the Code; and

(iii) any distribution which is a hardship distribution.

(b) "eligible retirement plan" shall mean:

(i) an individual retirement account described in Section 408(a) of the Code;

(ii) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract);

(iii) an annuity plan described in Section 403(a) of the Code;

(iv) a qualified trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code;

(v) an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code which agrees to separately account for amounts transferred into such plan from the Plan;

(vi) an annuity contract described in Section 403(b) of the Code;

(vii) a Roth IRA described in Section 408A(b) of the Code; or

(viii) any other type of plan that is included within the definition of "eligible retirement plan" under Section 401(a)(31)(E) of the Code;

that accepts the distributee's eligible rollover distribution.

(c) "distributee" shall mean:

(i) an Employee or former Employee;

(ii) an Employee's or a former Employee's surviving spouse and an Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order without regard to the interest of the spouse or former spouse; or

(iii) an Employee's or a former Employee's non-spouse Beneficiary who has elected a direct transfer to an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code or a Roth IRA described in Section 408A(b) of the Code established for the purpose of receiving a distribution on behalf of an individual

who is a designated Beneficiary and not a surviving spouse of the Employee or former Employee.

(d) "direct rollover" shall mean a payment by the Plan to the eligible retirement plan specified by the distributee.

A11.18 Correction of Errors. In the event that, through oversight or mistake of fact or law, errors have been made in the administration of the Plan, the Administrator shall take such action, as it deems necessary, to correct said administrative errors.

A11.19 Paperless Administration. With respect to any election, consent, other action or notice which is otherwise required under the terms of the Plan to be provided or made in writing, or to be executed or notarized or witnessed, the Administrator, to the extent not prohibited by law, including ERISA and the Code, may adopt procedures under which such election, consent, other action or notice may be provided or made, in whole or in part, in another manner (including orally, telephonically, or electronically) which provides substantially the same assurances of authenticity and reliability as the written document it replaces.

A11.20 Unclaimed Amounts. If, after reasonable efforts of the Administrator to locate a former Participant, a Beneficiary or any other person entitled to benefits under the Plan, including sending a certified letter, return receipt requested, to the last known address of such individual, the Administrator is unable to locate such individual, then the amounts distributable to him shall be treated as a forfeiture under the Plan. In the event that such former Participant, Beneficiary or other person is located subsequent to such a forfeiture, then his

benefit shall be reinstated (without any interest or earnings from the date of forfeiture except to the extent required by law) but shall not be treated as a new accrual of benefits for the year in which it is reinstated. If the Plan is joined as a party to any escheat proceedings involving an amount forfeited pursuant to this Section, the Plan shall comply with the final judgment as if it were a claim filed by the former Participant, Beneficiary or other person entitled to benefits hereunder and shall pay in accordance with said judgment and to the extent of such payment any right of such person for any benefits hereunder shall be fully satisfied.

A11.21 Spouse/Marriage. Except where the context expressly requires otherwise, with respect to benefit distributions commencing on and after June 26, 2013, all references to "spouse," "Spouse," "marriage" and related terms under the Plan shall for all purposes refer to an individual who is in a relationship recognized as a valid and legal marriage both under the laws of the state (including for this purpose any domestic or foreign jurisdiction having the legal authority to sanction marriages) in which the marriage was entered into, and for purposes of ERISA and Sections 401 through 417 of the Code. The provisions of the Plan or a Predecessor Plan in effect prior to June 26, 2013 shall continue to apply with respect to benefit distributions which commenced prior to such date and related matters, except to the extent otherwise required in guidance issued on or after such date with respect to ERISA and such Sections of the Code. The Administrator may require Participants and Beneficiaries to provide such evidence of marital status as it determines appropriate, taking into account any circumstances.

A person of the same sex as a Participant who is in a relationship recognized under civil union provisions of applicable state law, a person who is considered a domestic partner of the Participant, or a person who is a common law wife or husband of a Participant, shall not be a spouse of such Participant for any purpose under the Plan; provided, however, that the common law wife or husband of a Participant shall be considered to be the spouse of such Participant if the common law marriage of such Participant was certified by the Plan or a Predecessor Plan.

A11.22 Retroactive Payment of Retirement Benefits.

(a) In the event that under the other provisions of the Plan, under established administrative practice, or in order to correct an administrative error, the benefit of a Participant shall be payable with a Benefit Commencement Date that is earlier than the date the Participant was provided the notice of the Participant's election options as to the form of his pension benefits and the Participant's pension benefit is not payable in the form of a lump sum pursuant to the provisions of the Plan, then, at the election of the Participant in accordance with, and subject to the remaining provisions of this Section, the Participant's pension benefit shall commence as soon as administratively feasible and the Participant shall be permitted to further elect to receive either:

(i) his pension benefit determined as of the earlier Benefit Commencement Date and payable retroactive to that date (which date shall constitute his Retroactive Benefit Commencement Date hereunder), with any missed annuity payments (together with interest thereon at such short-term, money market rates or Code Section 417(e)(3) rates as the Administrator may determine from time to time, but without any other increase for delay in payment), paid as of his actual Benefit Commencement Date; or

(ii) his pension benefit determined as of his actual Benefit Commencement Date (and otherwise without any increase for delay in payment), payable commencing as of his actual Benefit Commencement Date.

(b) In the event a Participant makes an election to commence his pension benefit as of his Retroactive Benefit Commencement Date, as described in subparagraph (a)(i) above, the Participant's election is subject to the consent of his spouse, if any, as of his actual Benefit Commencement

Date, in a manner similar to the spousal consent requirements otherwise described in the Plan.

(c) Notwithstanding the foregoing, in the event that the Administrator provides the notice of the Participant's election options prior to the Participant's Benefit Commencement Date, but the Administrator does not receive the Participant's election with sufficient time to provide a pension payment on the Participant's elected retirement date, this Section shall not apply.

(d) Furthermore, in the event the Participant makes an election after the last day of the calendar month following the calendar month during which the Administrator provided the notice of the Participant's election options, this Section shall not apply.

A11.23 Minority or Incapacity. During the minority or incapacity, in either case as determined under applicable local law, of any person entitled to benefits under the Plan, any payment to which such minor or incapacitated person would otherwise be entitled pursuant to the Plan shall be made either to such person or to the legal guardian of such person, and the receipt of either such minor or incapacitated person or such legal guardian shall be a full discharge and acquittance to the Plan, the Trust Fund and any Group Annuity Contract for the amount so paid.

A11.24 General Applicability of Restatement and Amendments. This Amendment and Restatement is effective as of the Restatement Date. Except as otherwise provided herein, the terms and provisions of this Amendment and Restatement, and any other amendments to the Plan, apply with respect to the operation of the Plan and all rights, obligations and transactions hereunder on and after their effective dates. However, with respect to a Participant or Predecessor Plan Participant who retired or terminated service prior to the Restatement Date or, in the case of a Participant, the effective date of a change to the Plan, or to any

person claiming benefits hereunder relating to such a Participant or Predecessor Plan Participant, in general:

(a) such change shall be applicable to such Participant, Predecessor Plan Participant or person to the extent such change relates to administrative procedures or the powers of the Company or Administrator, or if the Code, ERISA, or other relevant law requires such change to apply to such Participant, Predecessor Plan Participant or person; and

(b) except as otherwise provided in Section A11.25 hereof, such change shall not be applicable to such Participant, Predecessor Plan Participant or person if the change relates to any other items, including but not limited to an increase in (i) the benefit which would be payable to such person, (ii) the vesting of such benefit, or (iii) the distribution rights or options related thereto.

Notwithstanding the foregoing, where the provisions of the Plan specify the extent to which any such change shall be effective, such provisions shall govern.

A11.25 Applicability of Restatement to Participants Who Terminated Employment Prior to the Restatement Date. Except as specifically provided to the contrary in this Section, in Section A11.24 hereof or in another Part of the Plan, this Amendment and Restatement shall not affect either the right to benefits or the amount of benefits payable to any person who is entitled to benefits under a Predecessor Plan where the participant to whom the benefits relate retired, died or terminated employment prior to the Restatement Date and has not been rehired and become a Participant hereunder. The right to benefits and the amount of benefits, if any, payable to such person (including any distribution rights or options related thereto) shall be determined in accordance with the terms and provisions of the Predecessor Plan in effect on the date said participant retired (including disability retirement where the participant was treated as having

terminated employment), died or terminated employment, as the case may be, except that:

(a) The Special Orion Provisions contained in Article 12C of the 1993 Centerior Plan shall continue to apply under the 1993 Centerior Plan; provided, however, that the Special Early Retirement Benefit under Section 3C.5 of the 1993 Centerior Plan which is referred to in Section 12C.3(a) of the 1993 Centerior Plan shall be considered to be available if a similar Special Early Retirement Benefit is available under The Cleveland Electric Illuminating Company Constituent Plan but the amount of any such benefit available under the 1993 Centerior Plan shall be at the level in effect under the 1993 Centerior Plan.

(b) Benefits shall be increased as provided in Tables 1A, 1B and 1C to the 1999/2005 FirstEnergy Plan.

(c) The actuarial factors set forth in Section A2.2 hereof shall apply to participants who retired or terminated employment prior to January 1, 2015 to the extent provided in amendments to the Predecessor Plans.

(d) The elimination of forms of payment shall apply to participants who retired or terminated employment prior to January 1, 2015 to the extent provided in amendments to the Predecessor Plans.

(e) Benefits shall be increased as provided in Sections 6.5 and 6.6 of the 1999 Locals 459/180 Plan.

(f) The provisions of Sections 8.1 and 8.2 of the 1999 Locals 459/180 Plan shall continue to apply to Additional Annuity Recipients (as described in said Section 8.1).

(g) Benefits shall be increased as provided in Sections 6.4 and 6.5 of the 1999 Local 777 Plan.

(h) The provisions of Sections 8.1 and 8.2 of the 1999 Local 777 Plan shall continue to apply to Additional Annuity Recipients (as described in said Section 8.1).

(i) Benefits shall be increased as provided in Sections 6.4 and 6.5 of the 1999 U-3 Plan.

(j) The provisions of Sections 8.1 and 8.2 of the 1999 U-3 Plan shall continue to apply to Additional Annuity Recipients (as described in said Section 8.1).

(k) The second paragraph of Section A8.1 hereof shall apply.

(l) Section 3E.11 of the 1993 Centerior Plan shall continue to apply to former participants described therein.

(m) Section A7.1 of Supplement A to the 1999/2005 FirstEnergy Plan shall continue to apply to former participants described therein.

(n) Section B4.1 of Supplement B to the 1999/2005 FirstEnergy Plan shall continue to apply to former participants whose retirement date or termination of employment occurred on or after January 1, 1988 and prior to January 1, 1998;

(o) Section B8.1 of Supplement B to the 1999/2005 FirstEnergy Plan shall continue to apply to former participants described therein.

(p) Section C7.1 of Supplement C to the 1999/2005 FirstEnergy Plan shall continue to apply to former participants described therein.

A11.26 Merged Plans. Except as specifically provided to the contrary in another Part of the Plan or in Section A11.24 or A11.25 hereof, the provisions of the Plan shall not affect either the right to benefits or the amount of benefits payable to any person who is entitled to benefits under a Merged Plan where the participant to whom the benefits relate retired, died, became disabled or terminated employment prior to the merger date. The right to benefits and the amount of benefits, if any, payable to such person (including any distribution rights or options related thereto) shall be determined in accordance with the terms and provisions of the Merged Plan as in effect on the date the benefit of such person became fixed and determinable under the Merged Plan whether by termination of employment, retirement, death or otherwise under the Merged Plan.

A11.27 Company's Authority. The Company is hereby fully empowered to act on behalf of itself and the other Participating Employers as it may deem appropriate in maintaining the Plan. Without limiting the generality of the foregoing, such actions include obtaining and retaining tax qualified status for

the Plan and appointing attorneys-in-fact in pursuit thereof. Furthermore, the adoption by the Company of any amendment to the Plan or the Trust Agreement or the termination thereof, will constitute and represent, without any further action on the part of any Participating Employer, the approval, adoption, ratification or confirmation by each Participating Employer of any such amendment or termination. In addition, the appointment of or removal by the Company of any other person under the Plan shall constitute and represent, without any further action on the part of any Participating Employer, the appointment or removal by each Participating Employer of such person.

A11.28 No Duplication of Benefits. No duplication of any benefits shall be provided under the Plan, the Predecessor Plans, the Constituent Plans or any other qualified defined benefit plan maintained by the Company or any Affiliate. Without limiting the generality of the foregoing, the compensation or service of a Participant during a particular period of employment shall not be taken into account more than once for purposes of benefit accrual; provided, however, that a Run Up Benefit (as described in Part K) may accrue in certain specified situations.

A11.29 No Simultaneous Accrual. A Participant may not accrue benefits simultaneously under more than one Constituent Plan or other qualified defined benefit plan maintained by the Company or any Affiliate; provided, however, that a Run Up Benefit (as described in Part K) may accrue in certain specified situations.

A11.30 Deemed Continuous Employment. A Participant who terminates employment during a month and is rehired by the Company or an Affiliate in either the same month or in the following month shall not be deemed to have had a termination of employment if he is credited with at least one (1) hour of service in both the month he terminates employment and the month in which he is rehired.

A11.31 Drafting Intent. If, due to any error, omission, inconsistency, misunderstanding or oversight in the drafting or preparation of the Plan document or any amendment, any Plan provision does not accurately reflect its intended meaning, as demonstrated by consistent interpretations or other evidence of intent as determined by the Company in its sole and exclusive judgment as Plan sponsor, the provision shall be interpreted in a fashion consistent with its intent as determined by the Company in its sole discretion. Pursuant to Section A5.1, the Plan may be amended retroactively to reflect the intended meaning of the provision in question. This Section may not be invoked by any other person to require the Plan to be interpreted in a manner that is inconsistent with the interpretation of the Plan by Plan fiduciaries or to require any amendments to the Plan.

A11.32 Exclusion of Make-Up Bonuses. Notwithstanding any provision of the Plan to the contrary, any make-up bonus paid to a Participant in 2010 shall not be taken into account in determining the Accrued Benefit of such Participant or any other benefits calculated on the basis of compensation. For the purposes of this Plan, "make-up bonus" shall mean a bonus which is paid to an

Employee in 2010 for the purpose of restoring salary or wages lost in 2009 as a result of the Company-wide reduction in salary and wages.

A11.33 Over $5,000 Participant Cashout/Waiver of Annuity Form. If the vested benefits hereunder (including both employer and employee funded benefits) of:

(a) a Participant who terminates employment on or after January 1, 2013, have a single sum Actuarial Equivalent value of more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00) at any time after the date of his termination of employment, he may, subject to the waiver and consent restrictions set forth below, elect to receive a single sum payment of such Actuarial Equivalent value; or

(b) a Participant who terminated employment prior to January 1, 2013, have a single sum Actuarial Equivalent value of more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00) at the date he is eligible to commence payment of such vested benefits or at a later date, if applicable, he may, subject to the waiver and consent restrictions set forth below, elect to receive a single sum payment of such Actuarial Equivalent value.

Notwithstanding the foregoing, with respect to any Participant who commences his benefit on or after January 1, 2015, if such Participant's Traditional Benefit has a single sum Actuarial Equivalent value of more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00) at any time after the date of his termination of employment, he may, subject to the waiver and consent restrictions set forth below, elect to receive a single sum payment of such vested Actuarial Equivalent value of his Traditional Benefit. Such single sum payment of such vested Actuarial Equivalent value shall be referred to as the "Traditional Benefit Single Sum Cashout." Any Traditional Benefit Single Sum Cashout shall be in full discharge of all the Plan's liability in respect to such Traditional Benefit and will be in lieu of any other pension, retirement income or survivor benefit that would have been

payable under any Part of the Plan other than Part L if the Traditional Benefit Single Sum Cashout had not been elected. Any Traditional Benefit Single Sum Cashout shall be made in accordance with the provisions of Section A11.17 hereof.

Such single sum payment of such Actuarial Equivalent value shall be referred to as the "Single Sum Cashout." Any Single Sum Cashout shall be in full discharge of all the Plan's liability in respect to such vested benefits and will be in lieu of any other pension, retirement income or survivor benefit that would have been payable under another Part of the Plan if the Single Sum Cashout had not been elected. Any Single Sum Cashout shall be made in accordance with the provisions of Section A11.17 hereof.

Subject to certain restrictions described herein, in lieu of receiving his vested benefits in accordance with the Normal Form (described below), a Participant may elect to waive the Normal Form and to receive his vested benefits pursuant to the Single Sum Cashout or, if he is married on his Benefit Commencement Date, the 75% Spouse's Annuity Form (described below). The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such Participant's Benefit Commencement Date, provide such Participant with a written explanation of:

(a) the terms and conditions of the Normal Form and the 75% Spouse's Annuity Form;

(b) his right to make, and the effect of, an election under this Section not to receive his benefits pursuant to the Normal Form;

(c) the rights of his spouse in regard to such election;

(d) his right to make, and the effect of, a revocation of such an election;

(e) the relative values of the forms of payment which are available to him under the Plan, including under other Parts of the Plan; and

(f) if applicable, his right to defer receipt of his benefits and the consequences of failing to defer receipt of his benefits.

Any election of a form of payment shall be made by a Participant within the ninety (90) days prior to his Benefit Commencement Date (the "90-day Election Period"); provided, however, that his Benefit Commencement Date shall be delayed, if necessary, to insure that he shall have received the foregoing written explanation at least thirty (30) days prior to his Benefit Commencement Date. Any such election may be revoked and made again any number of times as long as the 90-day Election Period has not expired.

Notwithstanding anything contained in this Section to the contrary, the following provisions apply to the time for written explanation described in the preceding paragraphs:

(i) Such written explanation may be provided after the date as of which the Participant's benefit is to commence, except to the extent provided in lawful regulations. If so provided, the 90-day Election Period shall not end before the thirtieth (30^{th}) day after the date on which such explanation is provided.

(ii) A Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation to be provided at least thirty (30) days before the date as of which the Participant's benefit is to commence (or to waive the thirty (30) day requirement under subparagraph (i) above) if:

(A) the Administrator provides information clearly indicating the Participant has the right to at least thirty (30) days to consider whether to waive the Normal Form and consent to another form of payment;

(B) the benefit commences more than seven (7) days after such explanation is received;

(C) the Participant is permitted to revoke an affirmative distribution election at least until the Benefit Commencement Date, or if later, at any time prior to the expiration of the seven (7) day period that begins the day after such explanation is provided to the Participant.

Such election shall be on a form prescribed for the purpose by the Administrator and shall be signed by the Participant. Such election shall be deemed to be made when it shall have been received by the Administrator or its designated representative. Satisfactory proof of the age of married Participant's spouse will be required prior to the payment of benefits under the Normal Form or the 75% Spouse's Annuity Form.

If a married Participant elects the Single Sum Cashout, such election shall not be effective hereunder unless the Participant's spouse consents to the Participant's election within the 90-day Election Period in accordance with Section A11.12 hereof.

Form of payment elections under this Section will be cancelled if a Participant dies before his Benefit Commencement Date. If the Participant is living on his Benefit Commencement Date and dies before the single sum payment is actually paid, it will be paid to his estate.

The following terms shall have the following meanings whenever used in this Section:

(aa) "Actuarial Equivalent" shall mean the benefit having the same value as the benefit which the actuarial equivalent replaces. Determinations of actuarial equivalence under this Section shall be made on the basis of the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof.

(bb) "Benefit Commencement Date" shall mean the date on which the Participant's vested benefits commence.

(cc) "Normal Form" shall mean:

(i) If the Participant is not married, payment in the form of an annuity for his lifetime only ("Single Life Annuity Form"); or

(ii) If the Participant is married, reduced payments during his lifetime with the provision that after his death (subsequent to the commencement of such reduced payments) 50% of the reduced payments shall continue during the life of and be paid to his spouse

to whom he is married on his Benefit Commencement Date, if such spouse survives him. Such form of payment shall be the Actuarial Equivalent of the Single Life Annuity Form.

(dd) "75% Spouse's Annuity Form" shall mean reduced payments during the Participant's lifetime with the provision that after his death (subsequent to the commencement of such reduced payments) 75% of the reduced payments shall continue during the life of and be paid to his spouse to whom he is married on his Benefit Commencement Date, if such spouse survives him. Such form of payment shall be the Actuarial Equivalent of the Single Life Annuity Form.

In lieu of receiving his vested benefits under this Section, a Participant who is eligible to elect commencement of his benefits under another Part of the Plan (including a Predecessor Plan) may elect to receive the benefits he is entitled to under such Part in accordance with the election procedures and forms of payment thereunder.

A11.34 Payment of Over $5,000 Lump Sums to Beneficiaries. If the single sum Actuarial Equivalent value of any vested benefits (including both employer and employee funded benefits) attributable to a Participant's Traditional Benefit that a Beneficiary is entitled to receive as a result of a Participant's death prior to his Benefit Commencement Date would amount to more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00) at any time after the Participant's date of death if he terminated employment and died on or after January 1, 2015, and if as of January 1, 2015, distribution had not been made to the Participant's Beneficiary or as of the commencement date of such benefits on or after January 1, 2015, if the Participant terminated employment prior to January 1, 2015, at such Beneficiary's direction a single sum payment of such Actuarial Equivalent value of the Participant's Traditional Benefit shall be made by the Trustee in lieu of any death or survivor

benefits. Any such single sum payment shall be in full discharge of all the Plan's liability in respect to such death or survivor benefits attributable to the Participant's Traditional Benefit and shall be made in accordance with the provisions of Section A11.17 hereof.

A11.35 Payment of Over $5,000 Lump Sums to Alternate Payees. If the single sum Actuarial Equivalent value of any vested benefits (including both employer and employee funded benefits) attributable to a Participant's Traditional Benefit that an Alternate Payee is entitled to receive as a result of a Qualified Domestic Relations Order issued with respect to the Plan (including a Predecessor Plan) would amount to more than Five Thousand Dollars ($5,000.00) but not more than Twenty-Five Thousand Dollars ($25,000.00) as of the date such Alternate Payee is entitled to receive a distribution under the Plan and if as of January 1, 2015 the Alternate Payee had not taken a distribution, then at such Alternate Payee's direction an immediate single sum payment of such Actuarial Equivalent value attributable to the Participant's Traditional Benefit shall be made by the Trustee in lieu of any such vested benefits. Any such single sum payment shall be in full discharge of all the Plan's liability in respect to such vested benefits attributable to the Participant's Traditional Benefit and shall be made in accordance with the provisions of Section A11.17 hereof.

A11.36 Service Restoration and Repayment. To the extent not otherwise provided in the Plan, if a Participant who has received:

(a) a single sum payment pursuant to Section A11.5 hereof or a similar Section of the 2006 Allegheny Plan;

(b) a Single Sum Cashout pursuant to Section A11.33 hereof or a similar Section of the 2006 Allegheny Plan; or

(c) a Voluntary Cashout pursuant to the 2014 Voluntary Cashout Window Program of the Plan or the 2006 Allegheny Plan;

shall again become an Employee, for purposes of determining his Accrued Benefit, the service he had earned prior to his termination of employment shall be disregarded unless and until he repays such single sum payment, Single Sum Cashout or Voluntary Cashout as set forth below. If a Participant receives such a single sum payment, Single Sum Cashout or Voluntary Cashout and is subsequently reemployed by any Participating Employer or Affiliate, he may repay the amount of such single sum payment, Single Sum Cashout or Voluntary Cashout, with interest at the rate determined for purposes of Section 411(c)(2)(C)(iii) of the Code in effect on the first day of the year of repayment, in cash to the Trust Fund before five (5) years after the first date on which he again becomes an Employee.

A11.37 Section 401(h) Accounts. Notwithstanding any provision of the Plan to the contrary, amounts held in accounts maintained pursuant to Section 401(h) of the Code ("Section 401(h) Accounts") shall be available to pay the post retirement medical benefits of any retired Participants, their spouses and their dependents in accordance with the provisions of the Plan which provide the post retirement medical benefit coverage; provided, however, that the Section 401(h) Accounts shall not be available to pay the medical benefits of any key employees (as described in Section A7.2(b) hereof). In accordance with the foregoing, payment of medical benefits from the Section 401(h) Accounts shall not be limited to the covered individuals described in said provisions of the Plan.

A11.38 Value of Cash Balance Account. Solely with respect to a Cash Balance Account, any references under this Part A to "single sum Actuarial Equivalent value" or "present value" shall mean the balance credited to such Account. In addition, in the event the entire Accrued Benefit attributable to a Participant is represented by his Cash Balance Account, any lump sum distribution over Five Thousand Dollars ($5,000.00) shall be paid under the Cash Balance Plan Provisions and shall not be payable pursuant to Section A11.33, A11.34 or A11.35 hereof. Finally, Section A11.36 hereof shall not apply to a Cash Balance Account.

A11.39 Additional Optional Forms of Payment Available to Certain Former Participants. Notwithstanding anything contained in another Part of the Plan or in a Predecessor Plan, an Eligible Participant (as defined in subparagraph (D) below) will have the following forms of payment made available to him only with respect to his Traditional Benefit as additional optional forms of payment if such forms are not currently available to him:

(a) Joint and Survivor Annuity Option. An Eligible Participant may elect to receive reduced retirement benefit payments during his lifetime with the provision that after his death (subsequent to the commencement of such reduced retirement benefit payments), payments equal to 100%, 75%, 50% or 25%, as specified by the Eligible Participant (the "Selected Percentage"), of his reduced retirement benefit payments shall continue during the life of and be paid to the Joint Annuitant that the Eligible Participant shall have designated, if such Joint Annuitant survives him. Such optional form of payment shall be the Actuarial Equivalent of the retirement benefit which would have been payable to the Eligible Participant in the form of an annuity for his lifetime only ("Single Life Annuity Form"). However, if the designated Joint Annuitant is a person who is not the spouse of the Eligible Participant at the Benefit Commencement Date, such elected Joint and Survivor Annuity Option must conform to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations. If such elected Joint and Survivor Annuity Option shall fail to satisfy the requirements of the preceding sentence, such election shall be of no effect.

(b) Modified Joint and Survivor Annuity Option. If an Eligible Participant has elected a Joint and Survivor Annuity Option as provided in subparagraph (a) of this Section, he may elect to receive a further reduced amount of retirement benefit payments which shall be payable in accordance with his election under subparagraph (a) of this Section but with the provision that in the event his Joint Annuitant shall die after the commencement of retirement benefit payments to the Eligible Participant but during the life of the Eligible Participant, the retirement benefit payments of the Eligible Participant following the death of his Joint Annuitant shall be increased to the amount which would have been payable to the Eligible Participant had he elected to receive his retirement benefit payments under a Single Life Annuity Form. Such increase shall take effect on the first day of the month following the death of the Joint Annuitant.

(c) Period Certain Annuity Option. An Eligible Participant may elect to receive reduced retirement benefit payments during his lifetime with the provision that in the event he shall die (subsequent to the commencement of such reduced retirement benefit payments) before he shall have received retirement benefit payments for a period of 60, 120 or 180 months, as selected by the Eligible Participant (the "Selected Period"), after his death payments equal to 100% of his reduced retirement benefit payments shall continue for the remainder of the Selected Period to the Contingent Beneficiary he shall have designated; provided, however, that following the death of such Contingent Beneficiary, the lump sum actuarial equivalent (calculated on the basis of the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof) of any remaining payments will be paid to the estate of the Contingent Beneficiary in a single lump payment. Such optional form of payment shall be the Actuarial Equivalent of the retirement benefit which would have been payable to the Eligible Participant in a Single Life Annuity Form.

Election of one the foregoing optional forms of payment shall be subject to the election procedures (including waiver and spousal consent provisions) of the Plan otherwise applicable to the Eligible Participant.

In the event of the death of a Joint Annuitant or Contingent Beneficiary prior to the death of the Eligible Participant, the following rules shall apply:

(i) If the Joint Annuitant or Contingent Beneficiary designated by an Eligible Participant dies before the Eligible Participant's Benefit Commencement Date, such designation shall be null and void.

(ii) If the Joint Annuitant or Contingent Beneficiary designated by an Eligible Participant dies after the Eligible Participant's Benefit Commencement Date but prior to the death of the Eligible Participant, the retirement benefit payments to the Eligible Participant shall continue in unchanged amount until his death unless he has made the election provided in subparagraph (b) above in which case they shall be adjusted as provided in such subparagraph. However, if such Eligible Participant is receiving retirement benefit payments pursuant to a Period Certain Annuity Option described in subparagraph (c) above, he may designate a successor Contingent Beneficiary. If such Eligible Participant dies before designating a successor Contingent Beneficiary, his Contingent Beneficiary shall be deemed to be his surviving spouse, or if there is no surviving spouse, his estate.

The following terms shall have the following meanings whenever used in this Section:

(A) "Actuarial Equivalent" shall mean the benefit having the same value as the benefit which the actuarial equivalent replaces. Except as otherwise provided in subparagraph (c) above, determinations of actuarial equivalence under this Section shall be made on the basis of the rate of interest specified in Section A2.2(b)(i) hereof and the mortality table specified in Section A2.2(a)(i) hereof.

(B) "Benefit Commencement Date" shall mean the date on which the Eligible Participant's retirement benefit payments commence.

(C) "Contingent Beneficiary" shall mean the person designated by an Eligible Participant to receive the remaining guaranteed payments under the Period Certain Annuity Option described in subparagraph (c) above if the Eligible Participant dies prior to the expiration of the Selected Period under the Period Certain Annuity Option.

(D) "Eligible Participant" shall mean a former Participant who is not in pay status and whose employment was terminated other than by his death on or after his completion of five (5) years of Eligibility Service (or such other period of service required at the time of his termination of employment for a vested deferred retirement benefit) and at a time when he was not eligible for normal or early retirement under the Plan. Notwithstanding the foregoing, any Cash Balance

Participant hired on or after January 1, 2017, shall be entitled to elect only those forms of payment set forth in Section L9.3 of Part L of the Plan.

(E) "Joint Annuitant" shall mean shall mean either:

1) the spouse to whom an Eligible Participant is married on his Benefit Commencement Date; or

2) a non-spouse Beneficiary;

who is designated by the Eligible Participant to receive payments under an Annuity Option described in subparagraph (a) or (b) above on his death.

A11.40 Authority of Investment Committee to Transfer Certain Retired Participants Benefit Payments to a Group Annuity Contract. The Investment Committee shall have authority to transfer certain retirement, survivor and death benefit payments as well as related ancillary benefits, rights and features from the Plan to a group annuity contract with an insurance company that the Investment Committee has determined is appropriate; provided that, the Investment Committee has also authorized the transfer of assets from the Trust Fund to the insurance company to fund the payment of such benefits.

A11.41 Transfer of Certain Retired Participants Benefits to a Group Annuity Contract. As of November 16, 2018, or as soon as practicable thereafter, (the "Transfer Date") the Investment Committee, pursuant to its authority, transferred certain retirement, survivor and death benefit payments as well as related ancillary benefits, rights and features under this Plan and as further reflected in a group annuity contract with an insurance company and any related commitment letters or other documents (the "Annuity Contract"). The insurance company made an irrevocable commitment under the Annuity Contract on the

Transfer Date to make all benefit payments owed under the Plan on and after January 1, 2019, as set forth in detail in the Annuity Contract. As a result of the transfer of and irrevocable commitment to make benefit payments under the Annuity Contract, the Plan has no liability or responsibility with respect to those retirement benefits. Such retirement benefits generally include benefits for retired participants in pay status on January 1, 2018 for benefits under all Constituent Plans under the Plan less than $500 per month (except for the grandfathered GPU Part B Pension Increase), subject to the following exclusions:

(a) retired participants entitled to disability benefits;

(b) retired participants entitled to retirement benefits payable under Group Annuity Contract No. 370 with MetLife;

(c) retired participants whose retirement benefit is partially funded by employee contributions;

(d) retired participants entitled to a non-qualified benefit payable under any deferred compensation Plan or arrangement maintained by FirstEnergy Corp.;

(e) retired participants entitled to a grandfathered death benefit under the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 459 or UWUA Local 180, the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 777, or the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW System Council U-3, as in effect from time to time prior to January 1, 1999.

(f) retired participants entitled to a retirement benefit payable as a Modified Joint and Survivor Annuity Option or Joint and Survivor Annuity Option A or any other form of benefit that provides for increased retirement benefits in the event the designated Joint Annuitant dies after the Participant's Benefit Commencement Date;

(g) retired participants entitled to a retirement benefit payable as a Level Benefit Option or Level Income Option;

(h) retired participants or Beneficiaries or Alternate Payees of retired participants with a Domestic Relations Order that has not been finalized or

whose retirement or death benefit has not been finally divided into two separate benefit payments payable to two different individuals as of the date of the Annuity Contract;

(i) retired participants or Beneficiaries or Alternate Payees of retired participants who are entitled to more than one benefit payment under a single status (as either a retired participant, Beneficiary or Alternate Payee) and whose total combined amount under a single status is greater than $500 per month.

A11.42 Bifurcated Benefits. To the extent the Plan (including any Constituent Plans thereof) provides for distribution of benefits in a bifurcated manner subject to Treasury Regulations Section 1.417(e)-1(d)(7), then with respect to any distributions occurring on or after January 1, 2017, the Plan shall comply with the provisions of such regulations and the terms of the Plan shall be interpreted and applied in a manner consistent therewith.

ARTICLE A12

RULES REGARDING TRANSFERRED EMPLOYEES FOR PERIODS COMMENCING ON AND AFTER JANUARY 1, 2015

A12.1 Definition of Transferred Participant. Effective on and after January 1, 2015, the words "Transferred Participant" shall mean each Participant under the Plan who:

(a) was hired or rehired by a Participating Employer prior to January 1, 2015; and

(b) either on or after January 1, 2015:

(i) transferred from a position as a Bargaining Unit Employee to a position as a Non-Bargaining Unit Employee; or

(ii) transferred from position as a Non-Bargaining Unit Employee to a position as a Bargaining Unit Employee; or

(iii) transferred from a position as a Bargaining Unit Employee covered by a particular collective bargaining agreement to another position as a Bargaining Unit Employee which is covered by a different collective bargaining agreement;

provided, however, that a Participant who is described in subparagraph (A) or (B) below shall not be considered to be a Transferred Participant:

(A) a Participant who is transferred to other employment as a Non-Bargaining Unit Employee or a Bargaining Unit Employee with a Participating Employer for a period of six (6) full months or less and then is transferred back to the employment status he had prior to such transfer; or

(B) a Participant who is a member of the collective bargaining unit (Perry Techs) with respect to which UWUA Local 270 was recognized collective bargaining representative, effective November 17, 2008, who was hired prior to January 1, 2005 and who transfers to a position as a Non-Bargaining Unit Employee.

A12.2 General Transferred Participant Rules. Except as otherwise provided in Section A12.3 hereof, each Transferred Participant generally will be governed by the following rules for periods commencing on and after January 1, 2015:

(a) a Transferred Participant shall commence participation in the Constituent Plan then being offered to new hires who have the same classification he has as either:

(i) a Non-Bargaining Unit Employee; or

(ii) a Bargaining Unit Employee covered by the same collective bargaining agreement he is covered by;

on the effective date of his transfer as if he was a new Participant under such applicable Constituent Plan;

(b) a Transferred Participant whose most recent date of hire by a Participating Employer is on or after the FATP Coverage Date as defined in Section A12.3(a)(iv) hereof (or January 1, 2005 if he was previously non-union) and prior to the CB Coverage Date as defined in Section A12.3(a)(iv) hereof and whose transfer occurs on or after the CB Coverage Date shall only commence or continue participation in the 2005 FirstEnergy Constituent Plan;

(c) a Transferred Participant will have a separate accrued benefit under his prior Constituent Plan which is determined as of the date immediately prior to the effective date of his transfer (taking into account any residual benefit attributable to Employee contributions) and a separate accrued benefit under his new Constituent Plan which is based on periods commencing on and after the effective date of his transfer; and

(d) the benefits payable to a Transferred Participant under both his current Constituent Plan and a prior Constituent Plan will be based on his retirement or terminated vested status at his earliest Benefit Commencement Date.

A12.3 Exceptions to General Rules.

(a) Each Transferred Participant who is not covered by subparagraph (b) below and who is transferred as a result of ceasing to be a Bargaining Unit Employee and thereafter becoming a Non-Bargaining Employee will be governed by the following rules for periods commencing on and after January 1, 2005:

(i) if such Transferred Participant's most recent date of hire by a Participating Employer is prior to the FATP Coverage Date:

(A) he shall commence participation in the 1999 FirstEnergy Constituent Plan on the effective date of his transfer;

(B) his prior service and earnings as determined under his prior Constituent Plan will transfer to the 1999 FirstEnergy Constituent Plan and be taken into account as applicable thereunder;

(C) he will have a minimum benefit under the 1999 FirstEnergy Constituent Plan which is attributable to his accrued benefit under his prior Constituent Plan (determined as of the date immediately prior to the effective date of his transfer and taking into account any residual benefit attributable to Employee contributions) as determined and adjusted, if applicable, under the terms of his prior Constituent Plan as in effect on the date immediately prior to the effective date of his transfer, which benefit determination shall take into account the rights and features and actuarial factors set forth in such prior Constituent Plan as in effect on such date;

(D) if he has transferred from The Cleveland Electric Illuminating Company Constituent Plan or the Toledo Edison Constituent Plan and has or, upon satisfaction of certain requirements, would have qualified for a Commuted Benefit under said Constituent Plan, the amount of Commuted Benefit available to him under the 1999 FirstEnergy Constituent Plan shall be based on his accruals under his prior Constituent Plan frozen at the level in effect under such prior Constituent Plan as of the date immediately prior to the effective date of his transfer and shall be adjusted and determined in the same manner as the Pre-1988 Accrued Retirement Income under Supplement B to the 1999 FirstEnergy Constituent Plan; and

(E) he will have no accrued benefit under his prior Constituent Plan; or

(ii) if such Transferred Participant's most recent date of hire by a Participating Employer is on or after the FATP Coverage Date and prior to the CB Coverage Date:

(A) he shall continue participation in the 2005 FirstEnergy Constituent Plan on the effective date of his transfer; and

(B) he will have a separate accrued benefit under his prior Constituent Plan which is determined as of his prior termination date (taking into account any residual benefit attributable to Employee contributions) and a separate accrued benefit under the 2005 FirstEnergy Constituent Plan which is based on periods commencing on and after the effective date of his transfer.

(iii) if such Transferred Participant's most recent date of hire by a Participating Employer is on or after the CB Coverage Date, he shall continue participation in the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan (whichever of such Plans he participated in prior to the date of his transfer) on the effective date of his transfer.

(iv) For purposes of this subparagraph (a), "FATP Coverage Date" and "CB Coverage Date" mean the applicable dates set forth on Appendix B hereto.

(v) For purposes of subparagraphs (i) above, "Participating Employer" excludes Allegheny Energy Service Corporation, Monongahela Power Company, The Potomac Edison Company and West Penn Power Company.

(vi) if such Transferred Participant was a member of UWUA Local 102 and transfers to:

(A) a position as a Non-Bargaining Unit Employee or a position as a Bargaining Unit Employee who is a member of IBEW Local 50 or IBEW Local 2357 on or after January 1, 2012; or

(B) a position as a Bargaining Unit Employee who is a member of UWUA Local 304 on or after January 1, 2015;

his benefit accrual under the Allegheny Constituent Plan will be frozen and a Run Up Benefit provided in accordance with Article K6 of the Allegheny Constituent Plan.

(b) Each Transferred Participant who has transferred to a union or non-union group which is covered by his current Constituent Plan shall continue to participate in such Constituent Plan if his most recent date of hire by a Participating Employer is prior to the FATP Coverage Date (or January 1, 2005 if the transfer is to a non-union group); provided, however, that:

(i) in the case of the Toledo Edison Constituent Plan, a Transferred Participant shall have separate accrued benefits with respect to his

accruals as a member of IBEW Local 245, IBEW Local 1413 or OPEIU Local 19, which separate accrued benefits shall be determined in a manner similar to that described in Section A12.2(c) hereof;

(ii) in the case of the Pennsylvania Electric Constituent Plan, a Transferred Participant shall have separate accrued benefits with respect to his accruals as a member of IBEW Local 459 or UWUA Local 180, which separate accrued benefits shall be determined in a manner similar to that described in Section A12.2(c) hereof; and

(iii) in the case of a Transferred Participant who is accruing a Run Up Benefit under Section K6.1 hereof and who transfers to:

(A) a position as a Non-Bargaining Unit Employee or a position as a Bargaining Unit Employee who is a member of IBEW Local 50 or IBEW Local 2357 on or after January 1, 2012; or

(B) a position as a Bargaining Unit Employee who is a member of UWUA Local 304 on or after January 1, 2015;

such Transferred Participant shall continue to accrue a Run Up Benefit under Section K6.1 hereof. For all other transfers, the accrual of a Run Up Benefit shall be frozen as of the date of the transfer

(c) Each Transferred Participant who has transferred to a union or non-union group which is not covered by his current Constituent Plan shall become an inactive Participant under his current Constituent Plan and shall commence participation in the 2005 FirstEnergy Constituent Plan if his most recent date of hire by a Participating Employer is prior to the FATP Coverage Date (or January 1, 2005 if the transfer is to a non-union group). If such a Transferred Participant later transfers from such union or non-union group back into his current Constituent Plan, he shall cease to be an inactive Participant and recommence participation thereunder.

(d) Each Transferred Participant who has transferred to an Affiliate which is not a Participating Employer shall become an inactive Participant under his Constituent Plan. If such a Transferred Participant later transfers from such non-participating Affiliate to the classification he had prior to his transfer, he shall cease to be an inactive Participant under his Constituent Plan and recommence participation thereunder.

(e) Notwithstanding anything in this Section A12.3 to the contrary (including but not limited to the last sentence of subparagraph (c) above and the last sentence of subparagraph (d) above) but subject to subparagraph (f)

below, once a Transferred Participant has commenced participation in the 2005 FirstEnergy Constituent Plan, he shall continue to be a 2005 FE Participant as long as he is an Eligible Employee under the 2005 FirstEnergy Constituent Plan, and he shall remain an inactive Participant under any other Constituent Plan in which he previously participated and shall not commence or recommence participation under any other Part of the Plan.

(f) Notwithstanding anything in this Section A12.3 to the contrary, once a Transferred Participant has commenced participation in the Cash Balance Constituent Plan, he shall continue to be a Cash Balance Participant as long as he is an Eligible Employee under the Cash Balance Constituent Plan, and he shall remain an inactive Participant under any other Constituent Plan in which he previously participated and shall not commence or recommence participation under any other Part of the Plan.

A12.4 [RESERVED]

A12.5 Special Transferred Participant Rules Under Other Parts of the Plan. Notwithstanding anything to the contrary in this Article A12, there are additional provisions contained in various Parts of this Plan that provide for the accruals and other factors and rights to pension benefits with respect to certain transferred Employees. These other provisions control the determination of benefits for those transferred Employees and for purposes of clarity are summarized as follows:

(a) The frozen benefit accruals and Run Up Benefits (and related freeze dates and transfer dates) of certain Non-Bargaining Unit Employees and certain Bargaining Unit Employees with benefits under the Allegheny Constituent Plan and the events which cause Run Up Benefits under the Allegheny Constituent Plan to cease to accrue are described in Article K6 of the Allegheny Constituent Plan.

(b) The events which cause additional, separate benefits to accrue to certain Employees who transfer to UWUA Local 102 are described in Sections K6.1(a) and K6.1(d) of the Allegheny Constituent Plan.

(c) Non-Bargaining Unit Employees and Bargaining Unit Employees who are accruing benefits under the 2005 FirstEnergy Constituent Plan and transfer to IBEW Local 50 or IBEW Local 2357 on or after January 1,

2012 or to UWUA Local 304 on or after January 1, 2015 or to UWUA Local 102 on or after June 1, 2015 shall remain in the 2005 FirstEnergy Constituent Plan.

(d) In accordance with Section L2.9(b) of the Cash Balance Constituent Plan, a Bargaining Unit Employee who:

(i) transfers to a Covered Collective Bargaining Unit under the Cash Balance Constituent Plan on or after such Unit's CB Coverage Date; and

(ii) was hired or rehired prior to such Unit's CB Coverage Date;

shall not be an Eligible Employee under or commence participation in the Cash Balance Constituent Plan but shall commence or continue participation in the 2005 FirstEnergy Constituent Plan.

(e) In accordance with Article L6 of the Cash Balance Constituent Plan, retirement benefits under the Cash Balance Constituent Plan are not payable to a Cash Balance Plan Participant or an Inactive Cash Balance Participant while he is employed by the Company or an Affiliate.

(f) Non-Bargaining Unit Employees who are accruing benefits under the 2005 FirstEnergy Constituent Plan and transfer to UWUA Local 102 shall stop accruing benefits under the 2005 FirstEnergy Constituent Plan in accordance with Section C3.2 of the 2005 FirstEnergy Constituent Plan and Article CA4 of Supplement A to the 2005 FirstEnergy Constituent Plan and shall commence or recommence participation in the Allegheny Constituent Plan is accordance with the provisions of Article K3.

(g) In the case where benefit accruals are frozen under one Constituent Plan, benefit accruals can commence under another Constituent Plan, such as the 2005 FirstEnergy Constituent Plan, Allegheny Constituent Plan or the Cash Balance Constituent Plan, subject to the eligibility requirements set forth in the Constituent Plans.

A12.6 The Administrator shall have the full power and discretion to interpret and apply the rules regarding transferred Employees and to determine what benefits are payable to transferred Employees. This Article and the other provisions of the Plan relating to transferred Employees are not intended to

provide for duplication of any benefits and, in accordance with Section A11.28 hereof, no duplication of benefits shall be provided.

ARTICLE A13

PARTICIPATING EMPLOYERS

A13.1 Participating Employers on Restatement Date. The Participating Employers under each of the Constituent Plans on the Restatement Date are listed on Appendix A hereto. After the Restatement Date, an Affiliate of the Company shall become a Participating Employer under a Constituent Plan with the approval of the Board. Appendix A shall be updated periodically to reflect any Affiliates which have become Participating Employers after the Restatement Date. In addition, the effective date of participation of any Affiliate which became a Participating Employer after January 1, 2007 is also shown on Appendix A. Companies which ceased to be Participating Employers prior to the Restatement Date are not listed on Appendix A and each such company shall only be considered to be a Participating Employer under a Constituent Plan for periods during which it was such.

A13.2 Withdrawal of Participating Employers. Any Participating Employer may at any time, by resolution of its Board of Directors (with notice thereof to the Board if the Participating Employer is not the Company), terminate its participation in the Plan or an individual Constituent Plan. The Company may at any time, by action of the Board, terminate the participation of a Participating Employer in the Plan or an individual Constituent Plan. Any such termination of participation shall be evidenced by an amendment to Appendix A hereto which is executed by the Company.

A13.3 Adoption of Supplements. The Company may determine that special provisions shall be applicable to specific groups of Employees, former Employees or Beneficiaries of deceased Employees, either in addition to or in lieu of the generally applicable provisions of an individual Constituent Plan, or may determine that certain Employees of a Participating Employer, otherwise eligible to participate in an individual Constituent Plan, shall not be eligible to participate in the Constituent Plan. In such event, the Company shall adopt a Supplement to the Constituent Plan with respect to such Employees, former Employees and Beneficiaries of deceased Employees which Supplement shall specify the Employees, former Employees and Beneficiaries of deceased Employees covered thereby and the special provisions applicable to such Employees, former Employees and Beneficiaries of deceased Employees. Any Supplement shall be deemed to be a part of a Constituent Plan solely with respect to the Employees, former Employees and Beneficiaries of deceased Employees specified therein.

A13.4 Amendment of Supplements. The Company, from time to time, may amend, modify or terminate any Supplement pursuant to the procedures described in Article A5 hereof for the amendment of the Plan. No such action shall operate so as to deprive any Employee who was covered by such Supplement of any vested benefits to which he is entitled under the applicable Constituent Plan or the Supplement except as provided in Article A5 hereof.

ARTICLE A14

FUNDING-BASED LIMITS ON BENEFITS AND BENEFIT ACCRUALS

A14.1 General Limitations. Notwithstanding any other provisions of the Plan to the contrary, benefits and benefit accruals under the Plan shall be subject to the funding-based limits in Section 436 of the Code for Plan Years beginning after December 31, 2009, which are hereby incorporated by reference and are generally described in this Article. The provisions of this Article shall be construed in accordance with Section 436 of the Code and shall apply as and only to the extent set forth therein. If any of the provisions of Section 436 and related provisions of the Code, including without limitation the adjusted funding target attainment percentage thresholds, referenced in this Article, are modified by law, the corresponding provisions of this Article shall automatically be deemed modified accordingly to the extent necessary to comply with the law.

A14.2 Definitions. Unless the context otherwise indicates, the following terms shall have the following meanings whenever used in this Article:

(a) "adjusted funding target attainment percentage" or the acronym "AFTAP" shall have the meaning set forth in Section 436(j)(2) of the Code.

(b) "annuity starting date" shall mean:

(i) except as provided in subparagraph (ii) below, whichever of the following applies:

(A) the first day of the first period for which an amount is payable as an annuity (as described in Section 417(f)(2)(A)(i) of the Code);

(B) in the case of a benefit not payable as an annuity, the annuity starting date for the qualified joint and survivor

annuity that is payable under the Plan at the same time as that benefit;

(C) in the case of an amount payable with a retroactive annuity starting date, the benefit commencement date (rather than the date determined under subparagraphs (b)(i)(A) and (B));

(D) the date of the purchase of an irrevocable commitment from an insurer to pay benefits under the Plan; or

(E) the date of any transfer of assets and liabilities to another plan described in subparagraph (e)(i)(C); or

(ii) if a Participant commences benefits at an annuity starting date (as defined in subparagraph (b)(i)) and, after the death of the Participant, payments continue to a beneficiary, the annuity starting date for the payments to the Participant constitutes the annuity starting date for the payments to the beneficiary, except that a new annuity starting date occurs (determined by applying subparagraphs (b)(i)(A), (B) and (C) to the payments to the beneficiary) if the amounts payable to all beneficiaries of the Participant in the aggregate at any future date can exceed the monthly amount that would have been paid to the Participant had he not died.

(c) "beneficiary" shall mean, for purposes of this Article, a Beneficiary as defined in Section A2.8 hereof or an Alternate Payee as defined in Section A2.6 hereof.

(d) "funding target" shall have the meaning attributed to that term in Section 430 of the Code.

(e) "prohibited payment" shall mean:

(i) generally, any:

(A) payment for a month that is in excess of the monthly amount paid under a straight life annuity (plus any social security supplements described in the last sentence of Section 411(a)(9) of the Code) to a Participant or beneficiary whose annuity starting date occurs during any period that a limitation under Section A14.4 or A14.5 hereof is in effect;

(B) payment for the purchase of an irrevocable commitment from an insurer to pay benefits that occurs during any

period that a limitation under Section A14.4 or A14.5 hereof is in effect;

(C) transfer of assets and liabilities to another plan maintained by the Company or an Affiliate that is made during any period that a limitation under Section A14.4 or A14.5 hereof is in effect in order to avoid or terminate the application of benefit limitations under Section 436 of the Code; and

(D) other amount that is identified as a prohibited payment by the Commissioner of Internal Revenue in revenue rulings and procedures, notices, and other guidance published in the Internal Revenue Bulletin;

but shall not include payment of an amount which may be immediately distributed without the consent of the Participant under Section 411(a)(11) of the Code.

(ii) Special Rule for Beneficiaries. In the case of a beneficiary that is not an individual, the amount that is a prohibited payment is determined by substituting the monthly amount payable in installments over two hundred forty (240) months that is actuarially equivalent to the benefit payable to the beneficiary for the amount in subparagraph (e)(i)(A).

(iii) Exception. Notwithstanding the foregoing provisions of this subparagraph (e), in determining whether a payment under a social security leveling option is a prohibited payment for a Plan Year beginning on or after October 1, 2008 and prior to October 1, 2010, the AFTAP for the Plan Year beginning on or after October 1, 2007 and prior to October 1, 2008 shall be used in lieu of the actual AFTAP for the Plan Year if it is greater.

(f) "Section 436 measurement date" shall mean for any purpose under this Article, either the first day of the Plan Year or such other date in such Plan Year as may constitute or be deemed to constitute the "measurement date" for such purpose under Section 436 of the Code for such Plan Year.

(g) "social security leveling option" shall mean a form of benefit which accelerates payments under the Plan before, and reduces payments after, a Participant starts receiving social security benefits in order to provide substantially similar aggregate payments both before and after such benefits are received.

(h) "unpredictable contingent event benefit" shall mean any benefit or increase in benefits to the extent the benefit or increase would not be

payable but for the occurrence of an unpredictable contingent event. For this purpose, an "unpredictable contingent event" means a plant shutdown (whether full or partial) or similar event, or an event (including the absence of an event) other than the attainment of any age, performance of any service, receipt or derivation of any compensation, or the occurrence of death or disability.

A14.3 Benefit Accrual Limitation. As provided in Section 436(e) of the Code, except as otherwise provided in this Section, in any case in which the Plan's adjusted funding target attainment percentage for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan will cease as of the applicable Section 436 measurement date. If the Plan is required to cease benefit accruals under this Section, then the Plan may not be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits. The foregoing prohibition on additional benefit accruals under the Plan will cease to apply with respect to a Plan Year at the time specified by resolution of the Board of Directors that such accruals shall resume and after payment of the contribution described in Section A14.8(a) hereof. Notwithstanding the foregoing provisions of this Section, if the AFTAP for the Plan Year beginning on or after October 1, 2009 and prior to October 1, 2010 is less than sixty percent (60%), the AFTAP for the Plan Year beginning on or after October 1, 2007 and prior to October 1, 2008 shall be used in lieu of such AFTAP if it is sixty percent (60%) or greater.

A14.4 Limitation on Certain Optional Forms of Benefits and Certain Payments. As provided in Section 436(d) of the Code:

(a) if the Plan's AFTAP for a Plan Year is less than sixty percent (60%), a Participant or beneficiary is not permitted to elect an optional form of benefit that includes a prohibited payment, and the Plan will not pay any

prohibited payment, with an annuity starting date on or after the applicable Section 436 measurement date; and

(b) a Participant or beneficiary is not permitted to elect an optional form of benefit that includes a prohibited payment, and the Plan will not pay any prohibited payment, with an annuity starting date that occurs during any period in which the Company is a debtor in a case under title 11 of the United States Code, or similar federal or state law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the enrolled actuary of the Plan certifies that the Plan's AFTAP for that Plan Year is not less than one hundred percent (100%).

A14.5 Partial Limitation on Certain Optional Forms of Benefits and Certain Payments.

(a) If the Plan's AFTAP for a Plan Year is sixty percent (60%) or more but is less than eighty percent (80%), a Participant or beneficiary is not permitted to elect the payment of an optional form of benefit that includes a prohibited payment, and the Plan will not pay any prohibited payment, with an annuity starting date on or after the applicable Section 436 measurement date, unless the present value, determined in accordance with Section 417(e)(3) of the Code, of the portion of the benefit that is being paid in a prohibited payment (which portion is determined under subparagraph (d)(ii)) does not exceed the lesser of:

(i) fifty percent (50%) of the present value (determined in accordance with Section 417(e)(3) of the Code) of the benefit payable in the optional form of benefit that includes the prohibited payment; or

(ii) one hundred percent (100%) of the PBGC maximum benefit guarantee amount described in subparagraph (d)(iii).

(b) Bifurcation:

(i) If an optional form of benefit that is otherwise available under the terms of the Plan is not available as of the annuity starting date because of the application of subparagraph (a), the Participant or beneficiary is permitted to elect to:

(A) receive the unrestricted portion of that optional form of benefit (determined under the rules of subparagraph (d)(iv)) at that annuity starting date, determined by treating the unrestricted portion of the benefit as if it were the Participant's or beneficiary's entire benefit under the Plan;

(B) commence benefits with respect to the Participant's or beneficiary's entire benefit under the Plan in any other optional form of benefit available under the Plan at the same annuity starting date that satisfies subparagraph (a); or

(C) defer commencement of the payments to the extent provided under the Code, taking into account Sections 411(a)(11) and 401(a)(9) of the Code.

(ii) If the Participant or beneficiary elects payment of the unrestricted portion of the optional form of benefit as described in subparagraph (b)(i)(A), then the Participant or beneficiary is permitted to elect payment of the remainder of the Participant's or beneficiary's benefits under the Plan in any optional form of benefit at that annuity starting date otherwise available under the Plan that would not have included a prohibited payment if that optional form applied to the entire benefit of the Participant or beneficiary. The rules of Treasury Regulation section 1.417(e)-1 are applied separately to the separate optional forms for the unrestricted portion of the benefit and the remainder of the benefit (the restricted portion).

(iii) With respect to an optional form of benefit that includes a prohibited payment and that is not permitted to be paid under subparagraph (a), for which no additional information from the Participant or beneficiary (such as information regarding a social security leveling optional form of benefit) is needed to make that determination, the Participant and beneficiary can make separate elections with respect to the restricted and unrestricted portions of that optional form of benefit. The foregoing provision shall apply to all such optional forms.

(c) In the case of a Participant with respect to whom a prohibited payment (or series of prohibited payments under a single optional form of benefit) is made pursuant to subparagraph (a) or (b) hereof, no additional prohibited payment may be made with respect to that Participant during any period of consecutive Plan Years for which prohibited payments are limited under this Section.

(d) Definitions

(i) The definitions in this subparagraph (d) apply for purposes of this Section.

(ii) The term “portion of the benefit that is being paid in a prohibited payment” shall mean that if a benefit is being paid in an optional

form for which any of the payments is greater than the amount payable under a straight life annuity to the Participant or beneficiary (plus any social security supplements described in the last sentence of Section 411(a)(9) of the Code payable to the Participant or beneficiary) with the same annuity starting date, then the portion of the benefit that is being paid in a prohibited payment is the excess of each payment over the smallest payment during the Participant's lifetime under the optional form of benefit (treating a period after the annuity starting date and during the Participant's lifetime in which no payments are made as a payment of zero).

(iii) The term "PBGC maximum benefit guarantee amount" shall mean the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Section 417(e) of the Code) of the maximum benefit guarantee with respect to a Participant (based on the Participant's age or the beneficiary's age at the annuity starting date) under Section 4022 of ERISA for the year in which the annuity starting date occurs.

(iv) The term "unrestricted portion of the benefit" shall mean, with respect to any optional form of benefit, fifty percent (50%) of the amount payable under the optional form of benefit, except that, for an optional form of benefit that is a prohibited payment on account of a social security leveling feature (as defined in Treasury Regulation section 1.411(d)-3(g)(16)) or a refund of employee contributions feature (as defined in Treasury Regulation section 1.411(d)-3(g)(11)), the "unrestricted portion of the benefit" shall mean the optional form of benefit that would apply if the Participant's or beneficiary's accrued benefit were fifty percent (50%) smaller. After the application of the preceding rules of this subparagraph (d)(iv), the "unrestricted portion of the benefit" with respect to the optional form of benefit shall be reduced, to the extent necessary, so that the present value (determined in accordance with Section 417(e) of the Code) of the unrestricted portion of that optional form of benefit does not exceed the PBGC maximum benefit guarantee amount (described in subparagraph (d)(iii) of this Section).

A14.6 Unpredictable Contingent Event Benefit Limitation. As further provided in Section 436(b) of the Code, no unpredictable contingent event benefit shall be payable to a Participant with respect to an event occurring during a Plan Year if the AFTAP for such Plan Year:

(a) is less than sixty percent (60%); or

(b) would be less than sixty percent (60%) if redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is one hundred percent (100%).

A14.7 Amendment Limitation. As further provided in Section 436(c) of the Code, no amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual or changing the rate at which benefits become nonforfeitable (other than amendments described in Section 436(c)(3) of the Code) may take effect during a Plan Year if the AFTAP for such Plan Year:

(a) is less than eighty percent (80%); or

(b) would be less than eighty percent (80%) taking into account the benefits attributable to such amendment.

A14.8 Avoidance of Limitations. Pursuant to rules set forth in Section 436 of the Code:

(a) the limitation in Section A14.3 hereof regarding benefit accruals shall not apply upon payment by the Company of one or more contributions equal to an amount sufficient to result in an AFTAP (as calculated taking into account adjustments described in Treasury Regulation section 1.436-1(g)(2)(iii)(A) or 1.436-1(g)(5)(i)(B), whichever applies) of sixty percent (60%);

(b) the limitation in Section A14.6 hereof regarding unpredictable contingent events shall not apply effective as of the Section 436 measurement date upon payment by the Company of one or more contributions equal to:

(i) in the case of the limitation under Section A14.6(a) hereof, the amount of the increase in the Plan's funding target for the Plan Year attributable to the occurrence of the unpredictable contingent event or events; or

(ii) in the case of the limitation under Section A14.6(b) hereof, the amount sufficient to result in an AFTAP (as calculated taking into account adjustments described in Treasury Regulation section

1.436-1(g)(2)(iii)(A), 1.436-1(g)(3)(ii)(A) or 1.436-1(g)(5)(i)(B), whichever applies) of sixty percent (60%).

(c) the limitation in Section A14.7 hereof regarding Plan amendments shall not apply effective as of the later of the Section 436 measurement date and the effective date of the amendment upon payment by the Company of a contribution equal to the lesser of:

(i) the amount of the increase in the Plan's funding target for the Plan Year if the liabilities attributable to the amendment were included in the determination of the funding target; or

(ii) an amount sufficient to result in an AFTAP (as calculated taking into account adjustments described in Treasury Regulation section 1.436-1(g)(2)(iii)(A), 1.436-1(g)(3)(ii)(A) or 1.436-1(g)(5)(i)(B), whichever applies) for the Plan Year of eighty percent (80%);

(d) the limitations in Sections A14.3, A14.4, A14.5, A14.6 and A14.7 hereof may in certain cases be permitted (or required) to be avoided through the election (or deemed election) by the Company to reduce the prefunding balance or funding standard carryover balance by such amount as is necessary for such benefit limitation to not apply to the Plan for such Plan Year; and

(e) the limitations in Sections A14.3, A14.4, A14.5, A14.6 and A14.7 hereof may in certain cases be permitted to be avoided through the provision of security by the Company.

A14.9 Presumed Underfunding. With respect to any Plan Year, the presumptions of Section 436(h) of the Code shall apply in determining the adjusted funding target attainment percentage for such Plan Year, so that, in general:

(a) if a limitation described in Section A14.3, A14.4, A14.5, A14.6 or A14.7 hereof has been applied for the preceding Plan Year, the AFTAP for the Plan Year shall be presumed to be the AFTAP for the preceding Plan Year;

(b) if subparagraph (a) does not apply and the actual AFTAP of the Plan for a Plan Year has not been certified by the Plan's enrolled actuary by the first day of the fourth (4th) month of such Plan Year, the AFTAP shall be presumed as of such date to be equal to ten (10) percentage points less than the AFTAP of the Plan for such preceding Plan Year; and

(c) if the actual AFTAP of the Plan for a Plan Year has not been certified by the Plan's enrolled actuary by the first day of the tenth (10th) month of such Plan Year, the AFTAP shall be presumed as of such date to be less than sixty percent (60%);

and the limitations described in Sections A14.3, A14.4, A14.5, A14.6 and A14.7 hereof shall be applied as if the AFTAP for such Plan Year were such presumed AFTAP (as updated under Section 436 of the Code to take into account certain unpredictable contingent event benefits and Plan amendments). Also, in general, the presumptions set forth in subparagraphs (a) and (b) apply until the Plan's enrolled actuary has issued a certification of the actual AFTAP for the Plan Year and thereafter, such actual AFTAP shall apply.

A14.10 Extent and Timing of Limitations. In accordance with Section 436 of the Code and the other Sections of this Article, in general:

(a) the limitations described in Sections A14.3, A14.4 and A14.5 hereof apply as of the Section 436 measurement date that the Plan's enrolled actuary issues the certification of the AFTAP for the Plan Year (or a presumption in Section A14.8 hereof begins to apply) which triggers such limitations;

(b) the limitations described in Sections A14.6 and A14.7 hereof apply as of the Section 436 measurement date that the Plan's enrolled actuary issues the certification of the AFTAP for the Plan Year (or a presumption in Section A14.9 hereof begins to apply) which triggers such limitations, or for any period during such Plan Year before such certification has been issued or any such presumption applies, then as of such earlier date as such limitations would apply based on the ratio of the "interim value of adjusted plan assets" to the "inclusive presumed adjusted funding target" determined using the AFTAP for the prior Plan Year; and

(c) the restrictions in Section 436 of the Code cease to apply on the Section 436 measurement date for the Plan Year on which the Plan's enrolled actuary issues a certification under which such restrictions would not apply (and, as applicable, which causes such presumption to cease to apply), and the related limitations in Sections A14.3, A14.4, A14.5, A14.6 and A14.7 hereof also cease to apply on such date, except as otherwise provided herein.

If at any time any limitation in this Article is not necessary for the Plan to meet the requirements for qualification as a tax-exempt pension plan under the provisions of Sections 401(a) and 501(a) of the Code, or any other law or regulation which may in the future control qualification for a tax-exempt pension plan, that limitation shall be of no further force or effect.

Except as otherwise provided under Section 436 of the Code, to the extent that any limitation set forth in this Article to any payments and accruals has become applicable, then such payments and accruals shall not automatically resume effective as of the day following the close of the period for which any such limitation is required, nor shall any payments or accruals missed due to any such limitation be repaid or reinstated. Such payments and accruals shall only resume, or be repaid or reinstated at such time and only to the extent as may be provided in an amendment to this Plan, if any, except that:

(d) any amounts which would otherwise be prohibited payments shall be paid if their annuity starting dates occur after close of the period for which the limitation applicable to them under Section A14.4 or A14.5 hereof is required;

(e) if, due to Section A14.6 hereof, any unpredictable contingent event benefits with respect to an unpredictable contingent event that occurs during a Plan Year are not payable, but the close of the period for which such limitation is required occurs during that Plan Year as a result of certain additional contributions or the issuance of an actuarial certification by the Plan's enrolled actuary meeting certain requirements, then such unpredictable contingent event benefits shall nevertheless be paid retroactively to the date they otherwise would have been payable but for Section A14.6 hereof; and

(f) if, due to Section A14.7 hereof, any Plan amendment does not take effect in the Plan Year in which it would otherwise be effective, but the close of the period for which such limitation is required occurs during that Plan Year as a result of certain additional contributions or the issuance of an actuarial certification by the Plan's enrolled actuary meeting certain requirements, then such Plan amendment shall nevertheless become effective as of the later of the first day of that Plan Year or its effective date.

APPENDIX A

1999 FirstEnergy Constituent Plan

Ohio Edison Company
Pennsylvania Power Company
The Cleveland Electric Illuminating Company
The Toledo Edison Company
FirstEnergy Solutions Corp. (for periods prior to February 27, 2020)
(Formerly FirstEnergy Services Corporation)

FirstEnergy Nuclear Operating Company (for periods prior to February 27, 2020)
FirstEnergy Generation Corp. (for periods prior to February 27, 2020)
Jersey Central Power & Light Company
Metropolitan Edison Company
Pennsylvania Electric Company
FirstEnergy Service Company

2005 FirstEnergy Constituent Plan

Ohio Edison Company
Pennsylvania Power Company
The Cleveland Electric Illuminating Company
The Toledo Edison Company
FirstEnergy Solutions Corp. (for periods prior to February 27, 2020)
FirstEnergy Nuclear Operating Company (for periods prior to February 27, 2020)
FirstEnergy Generation Corp. (for periods prior to February 27, 2020)
Jersey Central Power & Light Company
Metropolitan Edison Company
Pennsylvania Electric Company
FirstEnergy Service Company
Monongahela Power Company (effective January 1, 2012)
The Potomac Edison Company (effective January 1, 2012)
West Penn Power Company (effective January 1, 2012)

The Cleveland Electric Illuminating Company Constituent Plan

The Cleveland Electric Illuminating Company
FirstEnergy Nuclear Operating Company (for periods prior to February 27, 2020)

FirstEnergy Generation Corp. (for periods prior to February 27, 2020)

Toledo Edison Constituent Plan

The Toledo Edison Company
FirstEnergy Nuclear Operating Company (for periods prior to February 27, 2020)
FirstEnergy Generation Corp. (for periods prior to February 27, 2020)

Beaver Valley Constituent Plan

FirstEnergy Nuclear Operating Company (for periods prior to February 27, 2020)

Seneca Constituent Plan

FirstEnergy Generation Corp. (for periods prior to February 27, 2020)

Pennsylvania Electric Constituent Plan

Pennsylvania Electric Company

Metropolitan Edison Constituent Plan

Metropolitan Edison Company

Jersey Central Constituent Plan

Jersey Central Power & Light Company

Allegheny Constituent Plan

Monongahela Power Company (effective January 1, 2015)
The Potomac Edison Company (effective January 1, 2015)
West Penn Power Company (effective January 1, 2015)

Cash Balance Constituent Plan

Ohio Edison Company (effective January 1, 2014)
Pennsylvania Power Company (effective January 1, 2014)
The Cleveland Electric Illuminating Company (effective January 1, 2014)
The Toledo Edison Company (effective January 1, 2014)
FirstEnergy Solutions Corp. (effective January 1, 2014 through periods prior to February 27, 2020)
FirstEnergy Nuclear Operating Company (effective January 1, 2014 through periods prior to February 27, 2020)
FirstEnergy Generation Corp. (effective January 1, 2014 through periods prior to February 27, 2020)
Jersey Central Power & Light Company (effective January 1, 2014)
Metropolitan Edison Company (effective January 1, 2014)
Pennsylvania Electric Company (effective January 1, 2014)
FirstEnergy Service Company (effective January 1, 2014)
Monongahela Power Company (effective January 1, 2014)
The Potomac Edison Company (effective January 1, 2014)
West Penn Power Company (effective January 1, 2014)

APPENDIX B

TO

PART A

Eligible Group	FATP Coverage Date	CB Coverage Date
All Non-Bargained Employees	January 1, 2005 (1)	January 1, 2014
Collective Bargaining Units		
UWUA Local 350	January 1, 2005 (1)	January 1, 2016
UWUA Local 351	January 1, 2005 (1)	January 1, 2016
UWUA Local 457	January 1, 2005 (1)	January 1, 2016
IBEW Local 1413	January 1, 2005 (1)	January 1, 2017
IBEW Local 245	January 1, 2005	January 1, 2016
IBEW Local 459 (except Seneca) (2)	January 1, 2005 (1)	January 1, 2017
IBEW Local 1289 (IBEW System Council U-3 prior to May 21, 2015)	January 1, 2005	January 1, 2016
UWUA Local 140	January 1, 2005	January 1, 2016
IBEW Local 272	January 1, 2005	January 1, 2016
IBEW Local 777	January 1, 2006	January 1, 2015
IBEW Local 29 (except Maintenance Planners)	January 1, 2006	January 1, 2015
UWUA Local 180	January 1, 2006	January 1, 2015
IBEW Local 1194	January 1, 2006	January 1, 2014
UWUA Local 118	January 1, 2006	January 1, 2016
UWUA Local 126	January 1, 2006	January 1, 2016
IBEW Local 459 Seneca (2)	January 1, 2006	N/A

OPEIU Local 19	January 1, 2006	January 1, 2017
UWUA Local 270 (except Perry Techs)	January 1, 2007	January 1, 2014
UWUA Local 270 Perry Techs	January 1, 2005 (3)	January 1, 2017
UWUA Local 307 (4)	January 1, 2012	N/A
IBEW Local 50	January 1, 2012	January 1, 2014
IBEW Local 2357	January 1, 2012	January 1, 2014
IBEW Local 777S Reading Call Center	January 1, 2005 (5)	January 1, 2014
UWUA Local 304	January 1, 2015	January 1, 2015
UWUA Local 102	N/A	January 1, 2015
IBEW Local 29 (Maintenance Planners)	January 1, 2005 (6)	January 1, 2014 (6)

---

(1) Exception: January 1, 2006 for rehired Transferred Participants who were initially hired prior to January 1, 2005.

(2) The Seneca plant was sold to a third party and ceased to be maintained by a Participating Employer as of February 12, 2014.

(3) UWUA Local 270 Perry Techs was certified on September 28, 2007 and became the recognized collective bargaining representative, effective November 17, 2008. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as UWUA Local 270 Perry Techs employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005.

(4) Ceased to be a Covered Collective Bargaining Unit under the 2005 FirstEnergy Constituent Plan on November 9, 2012.

(5) IBEW Local 777S Reading Call Center was certified on September 16, 2011 and became the recognized collective bargaining representative on October 26, 2012. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as IBEW Local 777S Reading Call Center employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005.

(6) IBEW Local 29 (Maintenance Planners) was certified on April 22, 2014 and became the recognized collective bargaining representative on July 1, 2015. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as IBEW Local 29 (Maintenance Planners) employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005 and in the Cash Balance Constituent Plan as early as January 1, 2014.

APPENDIX C

Plan Years Beginning	Maximum Amount for Each Plan Year
1989 - 1993	$235,840.00
1994 - 2003	$200,000.00
2004	$205,000.00
2005	$210,000.00
2006	$220,000.00
2007	$225,000.00
2008	$230,000.00
2009 - 2011	$245,000.00
2012	$250,000.00
2013	$255,000.00
2014	$260,000.00
2015 -2016	$265,000.00
2017	$270,000.00
2018	$275,000.00
2019	$280,000.00
2020	$285,000.00 (plus any adjustment for cost-of-living as prescribed by the Secretary of the Treasury pursuant to Sections 401(a)(17) and 415(d) of the Code).

SUPPLEMENT A

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
2018 VOLUNTARY ENHANCEMENT RETIREMENT PROGRAM

Effective June 2, 2018, the Company is offering a Voluntary Enhancement Retirement Program (the "VERP"), and effective July 17, 2018 the Company is offering an Executive Voluntary Enhanced Retirement Program (the "EVERP"), which together make up one program referred to as the 2018 Voluntary Enhancement Retirement Program ("2018 VERP"). The 2018 VERP is offered to eligible employees ("2018 VERP Eligible Participant") who retire during the designated period. A 2018 VERP Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("2018 VERP Ancillary Benefit") if the eligibility and other requirements are satisfied by the 2018 VERP Eligible Participant.

SA1. Eligibility. An Employee shall be treated as having retired under the Company's 2018 VERP, for purposes of this Supplement SA1, if he or she meets each of the following requirements:

(a) meets the eligibility requirements and is eligible under the VERP or EVERP;

(b) will have attained Age fifty-eight (58) by December 31, 2018 and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on June 27, 2018 for the VERP, or July 24, 2018 for the EVERP, requests in writing, on a form designated by the Company, to elect to participate in the VERP or EVERP, respectively, and has not revoked such election within the five (5) day revocation period beginning on the later of the date of such election or the date any such forms were submitted; and

(d) retires during the designated period, generally between August 1, 2018 and December 31, 2018 (the "Specified Period"). In some cases, based on

business need, the Specified Period may extend into 2019, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll after June 1, 2018 for the VERP, who had previously provided written notice of his or her intent to retire in the future, may request revocation of that notice and participate in the 2018 VERP if he or she is otherwise a 2018 VERP Eligible Participant.

SA2. 2018 VERP Ancillary Benefit. Any 2018 VERP Eligible Participant shall be entitled to the 2018 VERP Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The 2018 VERP Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the 2018 VERP Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. 2018 VERP Eligible Participants may choose to defer commencement of their regular pension benefit under the Plan, but will begin to receive the 2018 VERP Ancillary Benefit commencing as of the first day of the month following the date of the 2018 VERP Eligible Participant's retirement during the Specified Period.

SA3. Payments After Death.

(a) If a 2018 VERP Eligible Participant, who has elected the 2018 VERP dies prior to commencement of the 2018 VERP Ancillary Benefit, such 2018 VERP Ancillary Benefit shall be paid to the 2018 VERP Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2018 VERP Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2018 VERP Eligible Participant's surviving spouse or Beneficiary.

(b) If a 2018 VERP Eligible Participant dies after commencement of the 2018 VERP Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such 2018 VERP Ancillary Benefit shall be paid to the 2018 VERP Eligible

Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2018 VERP Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2018 VERP Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a 2018 VERP Eligible Participant shall be made under the applicable terms of the Plan that govern the payment of any death benefits otherwise payable under the Plan to a surviving spouse or Beneficiary, as applicable, of the 2018 VERP Eligible Participant.

SA4. Rehired 2018 VERP Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a 2018 VERP Eligible Participant is rehired after his 2018 VERP Ancillary Benefit has commenced, such rehired 2018 VERP Eligible Participant shall continue to receive his 2018 VERP Ancillary Benefit as set forth in Section SA2 above. Payment of the regular pension benefit of a 2018 VERP Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.

SUPPLEMENT B

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
FIRSTENERGY SOLUTIONS CORP. VOLUNTARY ENHANCED RETIREMENT OPTION

The Company is offering a Voluntary Enhanced Retirement Option (the "2018 VERO"). The 2018 VERO is offered to eligible employees ("2018 VERO Eligible Participant") who retire during the designated period. A 2018 VERO Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("2018 VERO Ancillary Benefit") if the eligibility and other requirements are satisfied by the 2018 VERO Eligible Participant.

SB1. Eligibility. A FirstEnergy Solutions Corp. Employee shall be treated as having retired under the Company's 2018 VERO, for purposes of this Supplement SB1, if he or she meets each of the following requirements:

(a) meets the eligibility requirements and is eligible under the 2018 VERO;

(b) will have attained Age fifty-eight (58) by December 31, 2018 and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on December 28, 2018 (or January 16, 2019 if he or she has been identified as an "insider" in a bankruptcy proceeding), requests in writing, on a form designated by the Company, to elect to participate in the 2018 VERO, and has not revoked such election within the five (5) day revocation period beginning on the later of the date of such election or the date any such forms were submitted; and

(d) retires during the designated period, generally between January 2, 2019 and June 30, 2019 (the "Specified Period"). In some cases, based on business need, the Specified Period may extend until June 30, 2020, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll during the window that ends December 28, 2018 (or January 16, 2019 if he or she has been identified as an "insider" in a bankruptcy proceeding) for the VERO, who had previously provided written notice of his or her intent to

retire in the future, may request revocation of that notice and participate in the 2018 VERO if he or she is otherwise a 2018 VERO Eligible Participant.

SB2. 2018 VERO Ancillary Benefit. Any 2018 VERO Eligible Participant shall be entitled to the 2018 VERO Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The 2018 VERO Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the 2018 VERO Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. 2018 VERO Eligible Participants may choose to defer commencement of their regular pension benefit under the Plan, but will begin to receive the 2018 VERO Ancillary Benefit commencing as of the first day of the month following the date of the 2018 VERO Eligible Participant's retirement during the Specified Period.

SB3. Payments After Death.

(a) If a 2018 VERO Eligible Participant, who has elected the 2018 VERO dies prior to commencement of the 2018 VERO Ancillary Benefit, such 2018 VERO Ancillary Benefit shall be paid to the 2018 VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2018 VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2018 VERO Eligible Participant's surviving spouse or Beneficiary.

(b) If a 2018 VERO Eligible Participant dies after commencement of the 2018 VERP Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such 2018 VERO Ancillary Benefit shall be paid to the 2018 VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2018 VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2018 VERO Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a 2018 VERO Eligible Participant shall be made under the applicable terms of the Plan that govern the payment of any death benefits

otherwise payable under the Plan to a surviving spouse or Beneficiary, as applicable, of the 2018 VERO Eligible Participant.

SB4. Rehired 2018 VERO Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a 2018 VERO Eligible Participant is rehired after his 2018 VERO Ancillary Benefit has commenced, such rehired 2018 VERO Eligible Participant shall continue to receive his 2018 VERO Ancillary Benefit as set forth in Section SB2 above. Payment of the regular pension benefit of a 2018 VERO Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.

SUPPLEMENT C

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
FIRSTENERGY CORP. UNION VOLUNTARY ENHANCEMENT RETIREMENT
PROGRAM FOR UWUA LOCAL 350

Effective November 1, 2018, the Company is offering a Union Voluntary Enhancement Retirement Program (the "UVERP"). The UVERP is offered to eligible union employees of UWUA Local 350 ("UVERP Eligible Participant") who retire during the designated period. A UVERP Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("UVERP Ancillary Benefit") if the eligibility and other requirements are satisfied by the UVERP Eligible Participant.

SC1. Eligibility. A FirstEnergy Corp. UWUA Local 350 Union Employee shall be treated as having retired under the Company's UVERP, for purposes of this Supplement SC1, if he or she meets each of the following requirements:

(a) is an active bargaining employee in UWUA Local 350 and meets the eligibility requirements and is eligible under the UVERP;

(b) will have attained Age fifty-eight (58) and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on November 21, 2018, requests in writing, on a form designated by the Company, to elect to participate in the UVERP, and has not revoked such election within the five (5) day revocation period beginning on the later of the date of such election or the date any such forms were submitted; and

(d) retires during the designated period, generally between November 30, 2018 and December 31, 2018 (the "Specified Period"). In some cases, based on business need, the Specified Period may extend until March 1, 2019, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll during the window that ends November 21,

2018 for the UVERP, who had previously provided written notice of his or her intent to retire in the future, may request revocation of that notice and participate in the UVERP if he or she is otherwise a UVERP Eligible Participant.

SC2. UVERP Ancillary Benefit. Any UVERP Eligible Participant shall be entitled to the UVERP Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The UVERP Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the UVERP Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. UVERP Eligible Participants may choose to defer commencement of their regular pension benefit as otherwise permissible under the Plan, but will begin to receive the UVERP Ancillary Benefit commencing as of the first day of the month following the date of the UVERP Eligible Participant's retirement during the Specified Period.

SC3. Payments After Death.

(a) If a UVERP Eligible Participant, who has elected the UVERP dies prior to commencement of the UVERP Ancillary Benefit, such UVERP Ancillary Benefit shall be paid to the UVERP Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the UVERP Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the UVERP Eligible Participant's surviving spouse or Beneficiary.

(b) If a UVERP Eligible Participant dies after commencement of the UVERP Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such UVERP Ancillary Benefit shall be paid to the UVERP Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the UVERP Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the UVERP Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a UVERP Eligible Participant shall be made under the

applicable terms of the Plan that govern the payment of any death benefits otherwise payable under the Plan to a surviving spouse or Beneficiary, as applicable, of the UVERP Eligible Participant.

SC4. Rehired UVERP Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a UVERP Eligible Participant is rehired after his UVERP Ancillary Benefit has commenced, such rehired UVERP Eligible Participant shall continue to receive his UVERP Ancillary Benefit as set forth in Section SC2 above. Payment of the regular pension benefit of a UVERP Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.

SUPPLEMENT D

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
THE AMENDED AND RESTATED FIRSTENERGY GENERATION, LLC VOLUNTARY ENHANCEMENT RETIREMENT OPTION FOR UWUA LOCAL 457

Effective January 31, 2019, the Company is offering a Voluntary Enhancement Retirement Option (the "VERO"). The VERO is offered to eligible union employees of UWUA Local 457 ("VERO Eligible Participant") who retire during the designated period. A VERO Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("VERO Ancillary Benefit") if the eligibility and other requirements are satisfied by the VERO Eligible Participant.

SD1. Eligibility. A FirstEnergy Generation Corp. UWUA Local 457 Union Employee shall be treated as having retired under the Company's VERO, for purposes of this Supplement SD1, if he or she meets each of the following requirements:

(a) is an active bargaining employee in UWUA Local 457 and meets the eligibility requirements and is eligible under the VERO;

(b) will have attained Age fifty-eight (58) and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on October 14, 2019, requests in writing, on a form designated by the Company, to elect to participate in the VERO, and has not revoked such election within the seven (7) day revocation period beginning on the day after such election date; and

(d) retires during the designated period, generally between January 31, 2019 and September 1, 2019 (the "Specified Period"). In some cases, based on business need, the Specified Period may extend until June 30, 2020, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll during the window that ends October 14, 2019 for the VERO, who had previously provided written notice of his or her intent to retire in the future, may request revocation of that notice and participate in the VERO if he or she is otherwise a VERO Eligible Participant.

SD2. VERO Ancillary Benefit. Any VERO Eligible Participant shall be entitled to the VERO Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The VERO Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the VERO Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. VERO Eligible Participants may choose to defer commencement of their regular pension benefit as otherwise permissible under the Plan, but will begin to receive the VERO Ancillary Benefit commencing as of the first day of the month following the date of the VERO Eligible Participant's retirement during the Specified Period.

SD3. Payments After Death.

(a) If a VERO Eligible Participant, who has elected the VERO dies prior to commencement of the VERO Ancillary Benefit, such VERO Ancillary Benefit shall be paid to the VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the VERO Eligible Participant's surviving spouse or Beneficiary.

(b) If a VERO Eligible Participant dies after commencement of the VERO Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such VERO Ancillary Benefit shall be paid to the VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the VERO Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a VERO Eligible Participant shall be made under the applicable terms of the Plan that govern the payment of any death benefits otherwise payable under the Plan to a surviving spouse or Beneficiary, as applicable, of the VERO Eligible Participant.

SD4. Rehired VERO Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a VERO Eligible Participant is rehired after his VERO Ancillary Benefit has commenced, such rehired VERO Eligible Participant shall continue to receive his VERO Ancillary Benefit as set forth in Section SD2 above. Payment of the regular pension benefit of a VERO Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.

SUPPLEMENT E

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
THE AMENDED AND RESTATED FIRSTENERGY GENERATION CORP VOLUNTARY ENHANCEMENT RETIREMENT OPTION FOR IBEW LOCAL 272

Effective January 31, 2019, the Company is offering a Voluntary Enhancement Retirement Option (the "VERO"). The VERO is offered to eligible union employees of IBEW Local 272 ("VERO Eligible Participant") who retire during the designated period. A VERO Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("VERO Ancillary Benefit") if the eligibility and other requirements are satisfied by the VERO Eligible Participant.

SE1. Eligibility. A FirstEnergy Generation Corp. IBEW Local 272 Union Employee shall be treated as having retired under the Company's VERO, for purposes of this Supplement SE1, if he or she meets each of the following requirements:

(a) is an active bargaining employee in IBEW Local 272 and meets the eligibility requirements and is eligible under the VERO;

(b) will have attained Age fifty-eight (58) and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on October 14, 2019, requests in writing, on a form designated by the Company, to elect to participate in the VERO, and has not revoked such election within the seven (7) day revocation period beginning on the day after such election date; and

(d) retires during the designated period, generally between January 31, 2019 and September 1, 2019 (the "Specified Period"). In some cases, based on business need, the Specified Period may extend until June 30, 2020, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll during the window that ends October 14, 2019 for the VERO, who had previously provided written notice of his or her intent to retire in the

future, may request revocation of that notice and participate in the VERO if he or she is otherwise a VERO Eligible Participant.

SE2. VERO Ancillary Benefit. Any VERO Eligible Participant shall be entitled to the VERO Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The VERO Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the VERO Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. VERO Eligible Participants may choose to defer commencement of their regular pension benefit as otherwise permissible under the Plan, but will begin to receive the VERO Ancillary Benefit commencing as of the first day of the month following the date of the VERO Eligible Participant's retirement during the Specified Period.

SE3. Payments After Death.

(a) If a VERO Eligible Participant, who has elected the VERO dies prior to commencement of the VERO Ancillary Benefit, such VERO Ancillary Benefit shall be paid to the VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the VERO Eligible Participant's surviving spouse or Beneficiary.

(b) If a VERO Eligible Participant dies after commencement of the VERO Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such VERO Ancillary Benefit shall be paid to the VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the VERO Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a VERO Eligible Participant shall be made under the applicable terms of the Plan that govern the payment of any death benefits otherwise payable under the Plan to a surviving spouse or Beneficiary, as

applicable, of the VERO Eligible Participant.

SE4. Rehired VERO Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a VERO Eligible Participant is rehired after his VERO Ancillary Benefit has commenced, such rehired VERO Eligible Participant shall continue to receive his VERO Ancillary Benefit as set forth in Section SE2 above. Payment of the regular pension benefit of a VERO Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.

SUPPLEMENT F

SUPPLEMENT TO FIRST ENERGY PENSION PLAN RELATING TO
THE AMENDED AND RESTATED FIRSTENERGY GENERATION, LLC VOLUNTARY ENHANCED RETIREMENT OPTION

Effective January 1, 2019, the Company is offering a Voluntary Enhanced Retirement Option (the "2019 VERO"). The 2019 VERO is offered to eligible employees ("2019 VERO Eligible Participant") who retire during the designated period. A 2019 VERO Eligible Participant shall be entitled to receive a monthly temporary ancillary benefit ("2019 VERO Ancillary Benefit") if the eligibility and other requirements are satisfied by the 2019 VERO Eligible Participant.

SF1. Eligibility. A FirstEnergy Generation, LLC Employee shall be treated as having retired under the Company's 2019 VERO, for purposes of this Supplement SE1, if he or she meets each of the following requirements:

(a) meets the eligibility requirements and is eligible under the 2019 VERO;

(b) will have attained Age fifty-eight (58) and have completed at least ten (10) years of credited service or benefit service by the Employee's retirement date, as appropriate, under the applicable terms of the Plan that govern the Employee's accrual of regular pension benefits;

(c) prior to the end of the day on January 25, 2019 (or February 15, 2019 if he or she has been identified as an "insider" in a bankruptcy proceeding), requests in writing, on a form designated by the Company, to elect to participate in the 2019 VERO, and has not revoked such election within the five (5) day revocation period beginning on the later of the date of such election or the date any such forms were submitted; and

(d) retires during the designated period, generally between January 31, 2019 and September 1, 2019 (the "Specified Period"). In some cases, based on business need, the Specified Period may extend until December 31, 2019, but in all cases, designation of the retirement date during the Specified Period shall be at the sole discretion of the Company.

Any Employee on the Company's payroll during the window that ends January 25, 2019 (or February 15, 2019 if he or she has been identified as an "insider" in a bankruptcy proceeding) for the 2019 VERO, who had previously provided written notice of his or her intent to retire in the future, may request revocation of that notice and participate in the 2019 VERO if he or she is otherwise a 2019 VERO Eligible Participant.

SF2. 2019 VERO Ancillary Benefit. Any 2019 VERO Eligible Participant shall be entitled to the 2019 VERO Ancillary Benefit in addition to his or her regular pension benefit that he or she has otherwise earned under the Plan. The 2019 VERO Ancillary Benefit is a monthly temporary ancillary payment in the amount of $1,500 until the 2019 VERO Eligible Participant attains Age sixty-five (65), with a minimum of twenty-four (24) monthly payments. 2019 VERO Eligible Participants may choose to defer commencement of their regular pension benefit as otherwise permissible under the Plan, but will begin to receive the 2019 VERO Ancillary Benefit commencing as of the first day of the month following the date of the 2019 VERO Eligible Participant's retirement during the Specified Period.

SF3. Payments After Death.

(a) If a 2019 VERO Eligible Participant, who has elected the 2019 VERO dies prior to commencement of the 2019 VERO Ancillary Benefit, such 2019 VERO Ancillary Benefit shall be paid to the 2019 VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2019 VERO Eligible Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2019 VERO Eligible Participant's surviving spouse or Beneficiary.

(b) If a 2019 VERO Eligible Participant dies after commencement of the 2019 VERP Ancillary Benefit but before attaining Age sixty-five (65) or receiving a minimum of twenty-four (24) monthly payments, such 2019 VERO Ancillary Benefit shall be paid to the 2019 VERO Eligible Participant's surviving spouse or Beneficiary, if any, until the month which includes the earlier of (i) the date that the 2019 VERO Eligible

Participant would have attained age 65, with a minimum of twenty-four (24) monthly payments, or (ii) the date of death of the 2019 VERO Eligible Participant's surviving spouse or Beneficiary.

(c) The determination of who is the surviving spouse or Beneficiary, as applicable, of a 2019 VERO Eligible Participant shall be made under the applicable terms of the Plan that govern the payment of any death benefits otherwise payable under the Plan to a surviving spouse or Beneficiary, as applicable, of the 2019 VERO Eligible Participant.

SF4. Rehired 2019 VERO Eligible Participants. Notwithstanding any provision of the Plan to the contrary, if a 2019 VERO Eligible Participant is rehired after his 2019 VERO Ancillary Benefit has commenced, such rehired 2019 VERO Eligible Participant shall continue to receive his 2019 VERO Ancillary Benefit as set forth in Section SF2 above. Payment of the regular pension benefit of a 2019 VERO Eligible Participant who is rehired shall be governed by the other applicable terms of this Plan that govern rehired employees and the suspension of their regular pension benefits under certain specified conditions.