PAID TIME OFF PURCHASE PROGRAM

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ELIGIBLE EMPLOYEES
For the purposes of this summary, the term “Company” means any of FirstEnergy Corp.’s service companies, affiliates or operating companies to which the FirstEnergy Paid Time-Off Program (hereinafter “Program”) has been extended (see the section titled “Participating Employers”). The Program is a component plan of the FirstEnergy Corp. Flexible Benefits Plan and shall be administered in conjunction with that plan.

Eligible employees include all full-time regular employees not represented by a labor union. Part-time employees are eligible to participate on a prorated basis. New hires are eligible to participate in the Program as noted below.

The Program is not a binding contract but a set of guidelines for implementation. The Company reserves the right to modify the provisions of the Program at any time and without notice.

If you have questions after reviewing this summary please contact the Human Resources Service Center or your local Human Resources Representative. For additional assistance or interpretation of this policy, contact the Compensation section of the Human Resources Department.

Overview

Effective: January 1, 2016
In an effort to provide increased flexibility to the workforce and to supplement existing paid time-off (PTO), eligible employees may elect to purchase up to 40 hours of PTO per calendar year, in 4-hour increments. Regular, part-time employees are eligible to purchase up to the total number of hours in their normally scheduled work week, in 4 hour increments.

The cost of purchased PTO is spread over the plan year on a before-tax basis. In the initial year of the Program, the cost of the purchased PTO is spread over the remaining plan year after your initial election is made.

Enrollment

Eligible employees may elect to participate in the PTO purchase program during the annual Open Enrollment period or when they first become eligible. For the 2016 plan year, a special enrollment period will be held.

New employees hired prior to October 1st can enroll for the current Plan Year. Any new employee hired on October 1st or later can enroll for the following calendar year. New hires can elect to purchase PTO on their new hire benefits enrollment paperwork. Otherwise, there will not be any other opportunity for a new hire to enroll in that Plan Year.

Employees, except new hires within their first 31 days of employment, cannot elect to participate in the program outside of the annual open enrollment period, even if they have a qualified status change.
Plan Guidelines

A regular full-time Employee may elect Purchased PTO in four-hour increments, up to a maximum of 40 hours. A part-time employee may elect Purchased PTO based on the number of hours in their normally scheduled work week.

A Participant shall make an Elective Contribution each pay period as determined below in the section titled Cost of Purchased PTO. A salaried Participant’s Elective Contributions shall be determined by converting the Participant’s salary into an hourly rate based on his or her normal work schedule, multiplying the hourly rate of compensation of the Participant as of the day participation commences by the number of hours of Purchased Paid Time Off selected by the Participant, and then dividing such amount by the number of pay periods remaining in the Plan Year.

Purchased PTO is available for use as of the first day of the Plan Year, but may not be taken until all PTO, Deferred PTO and banked or frozen vacation is used.

An employee with unused Purchased PTO may give notice to the Administrator by December 1 of a Plan Year that he or she will not use all or a portion of his or her remaining Purchased PTO available for the Plan Year. If notice is given, such Purchased PTO will no longer be available for use and shall be paid to employee in Cash equal to the value of such Purchased PTO. Such payment shall be made on or before the last day of the plan year. The amount of Cash paid for unused Purchased PTO, shall be the same amount that was contributed by the employee for the purchase of the PTO. Unused, purchased PTO may also be donated to the CARE Program upon the submission of the appropriate form.

All Purchased PTO for a plan year which an employee does not use during the Plan Year and for which he or she does not give notice by December 1, as set forth above, shall be forfeited effective as of December 31 of such Plan Year.

Purchased PTO at Termination

Upon a termination, the final pay of an employee shall be:

(a) increased by the value of any Purchased PTO elected for the Plan Year that is not used prior to his or her termination but for which employee contributions have been made prior to the final pay; or

(b) reduced by the value of any Purchased PTO for the plan year that is used before his or her termination but for which the employee contributions required to purchase the elected Purchased PTO have not been made prior to the final pay.

Leaves of Absence

Employees on an unpaid leave of absence, such as those who have exhausted their PTO and short term disability, will have their participation in the program suspended until they return to work. Should the employee not return to work by the end of the calendar year, any unused time will be
paid to the employee at the hourly purchase rate by December 31 of the plan year. Any Purchased PTO taken but for which the employee contributions required to purchase the elected Purchased PTO have not been made shall be repaid to the Company.

If applicable, PTO purchase must be used concurrently with leave under the Family Medical Leave Act.

**Cost of Purchased PTO**

The cost of Purchased PTO is based on your Base Salary at time of purchase, and the number of hours purchased. The following example illustrates how the price is determined:

<table>
<thead>
<tr>
<th>Example</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Salary*</td>
<td>$50,000</td>
</tr>
<tr>
<td>Price per hour purchased</td>
<td>$24.04 (base salary divided by 2,080 hours**)</td>
</tr>
<tr>
<td>* At time of purchase</td>
<td></td>
</tr>
<tr>
<td>** Note: Not all employees work a full 2,080 (yearly full-time) schedule. Price will vary depending on hours worked.</td>
<td></td>
</tr>
</tbody>
</table>

When purchasing PTO, the cost is deducted in equal amounts from your paycheck throughout the remainder of the year. The following example illustrates how the per-pay deduction is determined:

<table>
<thead>
<tr>
<th>Example</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours purchased</td>
<td>20</td>
</tr>
<tr>
<td>Price per hour purchased</td>
<td>$24.04</td>
</tr>
<tr>
<td>Cost of purchased PTO</td>
<td>$480.80</td>
</tr>
<tr>
<td>Pays remaining</td>
<td>19</td>
</tr>
<tr>
<td>Deduction per pay*</td>
<td>$25.31</td>
</tr>
<tr>
<td>* The amount of reduction does not change even if the employee’s pay changes. The amount of the deduction is taken pre-tax.</td>
<td></td>
</tr>
</tbody>
</table>

These figures are only examples and have been rounded for simplicity. The actual monthly price may be more or less, depending on the pay rate. The weekly or biweekly deduction amount may vary slightly due to rounding.

**Scheduling of PTO Purchase**

Each business unit may determine the approval process for using Purchased PTO for their area of responsibility, based on their operational needs.

In evaluating any time-off requests from employees, or in case of conflicts with respect to dates and times of requested PTO purchase use, determination may be based upon such factors as disruption to the operations of the area, reason for the request, notice given by the employee, previous accommodations, the order in which the requests were submitted, the employee’s length
of service and the employee’s availability for work record. In all cases, local management will make the final decision.

OTHER FACTS AND INFORMATION

This Program is Not an Employment Contract This Program shall not be deemed to constitute a contract between the Company and any employee nor shall anything herein contained be deemed to give any employee any right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any employee at any time and to treat the employee without regard to the effect which such treatment might have upon the employee as a participant in the Program.

Right to Amend Programs The Program may be amended or terminated by the Chief Executive Officer of FirstEnergy Corp. or his appointed designee at any time or for employees represented by a labor union in accordance with the applicable collective bargaining agreements.

Effective Date of Programs The effective date of the Program is January 1, 2016

Participating Employers and Identification Numbers

FirstEnergy Service Company    Ohio Edison Company
EIN 34-1968288                EIN 34-0437786

Pennsylvania Power Company    Monongahela Power Company
EIN 25-0718810                EIN 13-5229392

The Toledo Edison Company     Jersey Central Power & Light Company
EIN 34-4375005                EIN 21-0485010

Metropolitan Edison Company   Pennsylvania Electric Company
EIN 23-0870160                EIN 25-0718085

FirstEnergy Nuclear Operating Company    FirstEnergy Solutions Corp.
EIN 34-1881483                EIN 31-1560186

American Transmission Systems, Incorporated    FirstEnergy Generation, LLC
EIN 34-1882848                EIN 34-1940561

Potomac Edison Company        West Penn Power Company
EIN 13-5323955                EIN 13-5480882

The Cleveland Electric Illuminating Company
EIN 34-0150020
Additions or deletions to the list of Participating Employers may be made at any time at the sole discretion of the Program Sponsor. An up-to-date listing of Participating Employers may be obtained from the Plan Administrator.