

**PART B**

**1999 FIRSTENERGY CORP.**

**PENSION PLAN PROVISIONS**

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ARTICLE B1

NAME AND CONSTITUENT PLAN

B1.1 Name. The name of this part of the Plan is the 1999 FirstEnergy Corp. Pension Plan Provisions (sometimes referred to as “Part B”).

B1.2 Constituent Plan. Part B, together with Part A of the Plan, constitute the 1999 FirstEnergy Corp. Pension Plan (sometimes referred to as the “1999 FirstEnergy Constituent Plan”). The 1999 FirstEnergy Constituent Plan was originally established as a January 1, 2007 amendment and restatement of the provisions of the 1999/2005 FirstEnergy Plan which were applicable to participants thereunder solely as a result of their status as Pre-2005 Formula Participants under the 1999/2005 FirstEnergy Plan and has been subsequently amended.

## ARTICLE B2

### DEFINITIONS

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

B2.1 Accrued Benefit. The words “Accrued Benefit” generally shall mean with respect to a 1999 FE Participant at a particular date (the “determination date”) the amount of monthly Retirement Income determined as of such date in accordance with the applicable formula set forth in Section B6.1 hereof or a Supplement, payable under the Single Life Annuity Option and commencing on his Normal Retirement Date (or, if later, commencing on the first day of the first calendar month that begins on or after the determination date).

B2.2 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 this Part B, determinations of actuarial equivalence required by the provisions of the 1999 FirstEnergy Constituent Plan with respect to Non-Bargaining Unit Employees and Bargaining Unit Employees, and Beneficiaries of such Non-Bargaining Unit Employees and Bargaining Unit Employees shall be made in accordance with Section A2.2 hereof.

B2.3 Base Earnings. The words “Base Earnings” shall mean the salary or wages paid by a Participating Employer to an Eligible Employee within any specified period before deductions for income and employment taxes and other payroll withholding. Base Earnings shall include all of the following:

- (a) any authorized deferred allotment pursuant to a cash or deferred profit sharing plan maintained by a Participating Employer meeting the requirements of Section 401(k) of the Code;
- (b) amounts which are contributed by a Participating Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Eligible Employee under Section 125, 132(f)(4) or 402(e)(3) of the Code, including, effective January 1, 1998, amounts not available to an Eligible Employee in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Eligible Employee is unable to certify that he has other health coverage;
- (c) amounts imputed to an Eligible Employee pursuant to a collective bargaining agreement while on leave from a Participating Employer to work for the collective bargaining agent;
- (d) amounts received or deemed to be received by an Eligible Employee during a period of Military Service as described in Section B2.19 hereof;
- (e) payments made by a Participating Employer to an Eligible Employee or former Eligible Employee for such specified period in accordance with Workers' Compensation as temporary total disability compensation or as partial disability compensation paid as compensation for a loss of or reduction in Base Earnings, provided that the aggregate Base Earnings taken into account for the period of such payments may not exceed the Base Earnings, as determined by a Participating Employer, that the Eligible Employee would have received had he not been injured;
- (f) shift differentials paid for duties performed by the Eligible Employee while on his regular work schedule;
- (g) any premiums paid for duties performed during the Eligible Employee's regular work schedule on a holiday recognized by a Participating Employer;
- (h) any premiums paid for duties performed during the Eligible Employee's regular work schedule as a result of his not being timely notified of a schedule change in accordance with a collective bargaining agreement or local practice; and
- (i) any base compensation payable after December 31, 2004, but deferred under any non-qualified plan.

Base Earnings shall exclude overtime pay (provided that after May 31, 2003, to the extent an Eligible Employee, including for this purpose an Eligible Employee who terminated employment

or retired prior to January 1, 2013, has been paid overtime pay for any or all hours worked in a normal pay period, a portion of the overtime pay shall be included as Base Earnings to the extent it is payment for the Eligible Employee's regular full-time or part-time pay during such normal pay period in an amount equal to his regular straight-time rate of pay for such pay period and the remaining portion of the Eligible Employee's overtime pay shall be excluded from Base Earnings), any annual incentive, long-term or sales awards, any other special or additional remuneration such as reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, welfare benefits, employer contributions to the FirstEnergy Corp. Flexible Benefit Plan, and any amount paid to the Eligible Employee in lieu of vacation entitlement at the time he terminates his employment for any reason. In addition, Base Earnings shall be subject to the Compensation Limit.

B2.4 Benefit Commencement Date. The words "Benefit Commencement Date" shall mean for a 1999 FE Participant the date his Retirement Income or Vested Pension commences under the terms of this Part B. Except as otherwise required by law, if the stock or assets of the business unit by which a 1999 FE Participant is employed are sold or transferred to a person, entity or joint venture which is not an Affiliate of a Participating Employer, such 1999 FE Participant's Benefit Commencement Date may not occur earlier than the date the 1999 FE Participant could have commenced benefits under the terms of the Plan if he terminated employment or retired from the Participating Employer as of the day before the transaction.

B2.5 Contingent Beneficiary. The words "Contingent Beneficiary" shall mean the person designated by a 1999 FE Participant pursuant to Section B8.2 hereof to receive the remaining guaranteed payments under a Period Certain Annuity Option if the 1999 FE

Participant dies prior to the expiration of the Selected Period under the Period Certain Annuity Option.

B2.6 Covered Collective Bargaining Unit. The words “Covered Collective Bargaining Unit” shall mean:

- (a) the Utility Workers Union of America Local 118 (“UWUA Local 118”);
- (b) the Utility Workers Union of America Local 126 (“UWUA Local 126”);
- (c) the Utility Workers Union of America Local 140 (“UWUA Local 140”);
- (d) the Utility Workers Union of America Local 350 (“UWUA Local 350”);
- (e) the Utility Workers Union of America Local 351 (“UWUA Local 351”);
- (f) the Utility Workers Union of America Local 457 (“UWUA Local 457”);
- (g) the International Brotherhood of Electrical Workers Local 272 (“IBEW Local 272”);
- (h) the International Brotherhood of Electrical Workers Local 1194 (“IBEW Local 1194”);
- (i) the Utility Workers Union of America Local 270 at Perry, Ohio (“UWUA Local 270 Perry Techs”);
- (j) the International Brotherhood of Electrical Workers Local 777S at the Reading Call Center (“IBEW Local 777S Reading Call Center”); or
- (k) the International Brotherhood of Electrical Workers Local 29 (Maintenance Planners) (“IBEW Local 29 (Maintenance Planners)”).

B2.7 Covered Compensation. The words “Covered Compensation” shall mean, with respect to a 1999 FE Participant for a Plan Year, the average of the Social Security taxable wage bases in effect for each calendar year during the thirty-five (35) year period ending with the year the 1999 FE Participant attains normal Social Security retirement age, disregarding any increases in the Social Security taxable wage base subsequent to a 1999 FE Participant’s termination of employment. In determining a 1999 FE Participant’s Covered Compensation for

a Plan Year, the Social Security taxable wage base for all calendar years beginning after the first day of the Plan Year for which the determination is being made is the Social Security taxable wage base in effect as of the beginning of the Plan Year. A 1999 FE Participant's Covered Compensation for a Plan Year before the thirty-five (35) year period described above is the taxable wage base in effect as of the beginning of the Plan Year. A 1999 FE Participant's Covered Compensation for a Plan Year after the thirty-five (35) year period described above is the 1999 FE Participant's Covered Compensation for the Plan Year during which the thirty-five (35) year period ends. A 1999 FE Participant's Covered Compensation shall be automatically adjusted for each Plan Year.

B2.8 Credited Career Earnings. The words "Credited Career Earnings" shall mean the Earnings paid by a Participating Employer to an Eligible Employee within any specified period commencing on or after January 1, 1999 which occurs after his date of hire. For periods ending prior to January 1, 1999, Earnings shall mean:

- (a) with respect to an Eligible Employee who was a Participant in the Prior Ohio Edison Plan, the Base Earnings paid by a Participating Employer to such person within any specified period which occurs after the earliest date which is included in his Years of Benefit Service; and
- (b) with respect to an Eligible Employee who was a Participant in the Prior Centerior Plan, his "Credited Career Earnings" as calculated under the Prior Centerior Plan for any specified period which occurred after his Earnings Credit Date (as defined in Section 2A.21 of the 1993 Centerior Plan as constituted as of December 31, 1998).

Credited Career Earnings shall be subject to the Compensation Limit.

B2.9 Deferred Retirement Date. The words "Deferred Retirement Date" shall mean the first day of a month subsequent to a 1999 FE Participant's Normal Retirement Date upon which his actual retirement has occurred.



B2.10 Disability Payment Date. The words “Disability Payment Date” shall mean with respect to a 1999 FE Participant the first day of the month following the determination that he is disabled within the meaning of Section B7.1 hereof.

B2.11 Early Retirement Date. The words “Early Retirement Date” shall mean the first day of any month coinciding with or next following the 1999 FE Participant’s attainment of Age fifty-five (55) and completion of at least ten (10) Years of Eligibility Service, but prior to his attainment of Age sixty-five (65), upon which his actual retirement has occurred and he is eligible for Retirement Income pursuant to Section B5.3 hereof.

B2.12 Earnings. The word “Earnings” shall mean the Base Earnings plus the following amounts which are paid (or deferred as described in subparagraph (c) below) by a Participating Employer to an Eligible Employee within any specified period commencing on or after January 1, 1999:

- (a) overtime pay (to the extent not already included in Base Earnings under Section B2.3 hereof);
- (b) bonuses paid based upon achieving specified skills or performance goals pursuant to a formal bonus program established by a Participating Employer with general application to a classification of Eligible Employees;
- (c) annual incentives or cash sales incentive awards paid prior to a termination of Service and annual incentives that were earned and vested after December 31, 2004, but deferred under any non-qualified plan;
- (d) sales commissions;
- (e) lump sum merit awards; and
- (f) amounts paid in lieu of vacation entitlement at the time an Eligible Employee terminates employment.

Earnings shall not include any other special or additional remuneration and reimbursements, including but not limited to long-term incentives, stock options, stock awards, phantom stock

awards, ad hoc awards or bonuses, meal allowances or other expense allowances, fringe benefits (cash and non-cash), severance pay, safety, suggestion or attendance awards, recruiting or retention bonuses, moving expenses, welfare benefits, and employer contributions to the FirstEnergy Corp. Flexible Benefit Plan.

For periods ending prior to January 1, 1999, Earnings shall mean:

- (i) with respect to an Eligible Employee who was a Participant in the Prior Ohio Edison Plan, the Base Earnings paid by a Participating Employer to such person within any specified period; and
- (ii) with respect to an Eligible Employee who was a Participant in the Prior Centerior Plan, his “Earnings” as calculated under the Prior Centerior Plan for any specified period.

Earnings shall be subject to the Compensation Limit.

B2.13 Effective Coverage Date. The words “Effective Coverage Date” shall mean:

- (a) January 1, 1999 for Non-Bargaining Unit Employees; and
- (b) January 1, 2001 for Bargaining Unit Employees in a Covered Collective Bargaining Unit.

Notwithstanding the foregoing, the original Effective Coverage Date of an Eligible Employee who was a Non-Bargaining Unit Employee immediately prior to becoming a Bargaining Unit Employee represented by UWUA Local 270 Perry Techs on November 17, 2008, by IBEW Local 777S Reading Call Center on October 26, 2012 or by IBEW Local 29 (Maintenance Planners) on July 1, 2015 shall continue to apply under Sections B4.1, B4.3 and B4.6 hereof.

B2.14 Elapsed Time Service. The words “Elapsed Time Service” shall mean for any 1999 FE Participant any period during which he is or was employed by a Participating Employer or any Affiliate after December 31, 2013. Two (2) or more periods of Elapsed Time Service or Periods of Separation that are included in a 1999 FE Participant’s Elapsed Time

Service and that contain fractions of a year (computed in months and days) shall be aggregated on the basis of twelve (12) months constituting a year and thirty (30) days constituting a month.

Notwithstanding the foregoing, if any 1999 FE Participant has a termination of employment and is rehired within twelve (12) months of:

- (a) the date of his termination of employment; or
- (b) if earlier, the first day of any period of leave of absence, layoff, or Military Service after the end of which the 1999 FE Participant did not return to work for a Participating Employer or any Affiliate prior to his termination of employment;

such 1999 FE Participant's Elapsed Time Service shall include the Period of Separation measured from his termination of employment until his subsequent date of rehire (without duplicate credit for partial months).

B2.15 Eligible Employee. The words "Eligible Employee" shall mean, subject to Article A12 hereof:

- (a) a Non-Bargaining Unit Employee of a Participating Employer; or
- (b) a Bargaining Unit Employee of a Participating Employer who is represented by or a member of a Covered Collective Bargaining Unit;

who was solely a Pre-2005 Formula Participant under the 1999/2005 FirstEnergy Plan on December 31, 2006. An Employee shall cease to be an "Eligible Employee" upon the earliest to occur of:

- (i) his termination of employment;
- (ii) his ceasing to be an Employee (as described in Section A2.17 hereof);
- (iii) his becoming employed by a company which is not a Participating Employer;
- (iv) his becoming employed in accordance with an oral or written agreement or arrangement, the terms and conditions of which preclude participation in the 1999 FirstEnergy Constituent Plan;

- (v) his becoming covered by a collective bargaining agreement which excludes participation in the 1999 FirstEnergy Constituent Plan or does not require inclusion in the 1999 FirstEnergy Constituent Plan; or
- (vi) his becoming a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan or a Cash Balance Participant under the Cash Balance Constituent Plan.

If an individual ceases to be an Eligible Employee on or after January 1, 2007, he shall not again become an Eligible Employee.

An individual will be considered to be an Eligible Employee for periods prior to January 1, 2007 during which he was an Employee (as defined in Section 1.21 of the 1999/2005 FirstEnergy Plan); provided, however, that an individual shall not be considered to be an Eligible Employee for any such periods during which he was a New 2005 Formula Participant (as defined in Section 1.59 of the 1999/2005 FirstEnergy Plan). Notwithstanding anything in this Part B to the contrary, an Eligible Employee who was a Non-Bargaining Unit Employee immediately prior to becoming a Bargaining Unit Employee represented by UWUA Local 270 Perry Techs on November 17, 2008, by IBEW Local 777S Reading Call Center on October 26, 2012 or by IBEW Local 29 (Maintenance Planners) on July 1, 2015 shall only be covered by the Supplement he was covered by prior to such change in employment status.

B2.16 Highest Average Monthly Base Earnings. The words “Highest Average Monthly Base Earnings” shall mean the monthly Base Earnings of a 1999 FE Participant averaged over the 1999 FE Participant’s forty-eight (48) consecutive months of Service with one or more Participating Employers during the last one hundred twenty (120) months of Service which results in the highest average. Except for months in which Base Earnings are imputed to an Eligible Employee pursuant to a collective bargaining agreement or as a result of Military Service as provided in Sections B2.3(c) and B2.3(d) hereof, any full month during which an

Eligible Employee is on approved leave and has no Base Earnings shall not be counted in the forty-eight (48) months used in this calculation. If a 1999 FE Participant has fewer than forty-eight (48) months of Service for one or more Participating Employers, then the 1999 FE Participant's Highest Average Monthly Base Earnings shall be determined by averaging, on a monthly basis, his Base Earnings during his entire Service; provided, however, effective January 1, 2014, months during which he has no Base Earnings shall not be included in determining Highest Average Monthly Base Earnings.

B2.17 Hour of Service. The words "Hour of Service" shall mean, on or after January 1, 1976, each hour for which an Eligible Employee:

- (a) is paid or entitled to payment for the performance of duties for a Participating Employer as determined by the Participating Employer; or
- (b) is absent from work for reasons authorized by a Participating Employer, due to vacation, holiday, absence days, illness, injury, funeral, jury duty, rest period, temporary military duty, leave of absence, union business paid by a Participating Employer as provided in a collective bargaining agreement, Military Service as described in Section B2.19 hereof, disability within the meaning of Section B7.1 hereof or other such time-off programs determined and provided by a Participating Employer, provided that the number of Hours of Service credited under this subparagraph (b) shall not exceed the number of hours which would have been regularly scheduled for the performance of duties by the Eligible Employee during such period; or
- (c) receives back pay, irrespective of mitigation of damages, that has been either awarded or agreed to by a Participating Employer but only to the extent of straight time hours for the period of time to which the award or agreement pertains.

An Hour of Service does not include those hours during which an Eligible Employee is on strike or unauthorized absence from a Participating Employer, has been suspended without pay by a Participating Employer for disciplinary reasons, is on union business without pay from a Participating Employer (excluding leave of absence without pay in accordance with the

applicable collective bargaining agreement because the Bargaining Unit Employee has been elected for office in the local union or has been selected for specific activities for or on behalf of the national union or its affiliates), or is on lay-off, except as provided in Section B4.5 hereof. An Hour of Service does not include those hours for which an Eligible Employee is paid in lieu of vacation entitlement after termination of employment.

For purposes of subparagraph (a) above, Hours of Service shall be credited for the period during which the duties are performed. For purposes of subparagraphs (b) and (c) above, Hours of Service shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which are incorporated herein by this reference. The same Hours of Service shall not be credited under more than one of subparagraphs (a), (b) and (c) above.

B2.18 Joint Annuitant. The words “Joint Annuitant” shall mean either:

- (a) the spouse to whom a 1999 FE Participant is married on his Benefit Commencement Date; or
- (b) a non-spouse Beneficiary;

who is designated, or deemed to have been designated, by the 1999 FE Participant pursuant to Article B8 hereof to receive Retirement Income or Vested Pension payments under an Annuity Option described in Article B8, other than the Period Certain Annuity Option, on his death.

B2.19 Military Service. The words “Military Service” shall mean Military Service as defined in Section A2.25 hereof; provided, however, that for the purpose of determining the Earnings, Base Earnings or Credited Career Earnings of a 1999 FE Participant during a period of Military Service for which he receives no pay, he shall be deemed to have received Earnings, Base Earnings or Credited Career Earnings, as applicable, equal to the product of the straight time hourly rate being paid to him at the time his no pay status

commenced, adjusted by any general wage increase or decrease applicable to such straight time hourly rate, multiplied by the number of regularly scheduled work hours for such job classification at his location during the period of such absence. Notwithstanding anything in this Part B to the contrary, effective January 1, 2009, any “differential wage payments” (as described in Section 3401(h)(2) of the Code) paid with respect to the Military Service shall be considered Earnings, Base Earnings or Credited Career Earnings.

B2.20 1976 Plans. The words “1976 Plans” shall mean either, as appropriate, the Pension Plan for Employees of Ohio Edison Company or the Pension Plan for Employees of Pennsylvania Power Company as in effect on January 1, 1976 and as amended from time to time prior to January 1, 1981.

B2.21 1981 Plans. The words “1981 Plans” shall mean either, as appropriate, the Pension Plan for Employees of Ohio Edison Company or the Pension Plan for Employees of Pennsylvania Power Company as in effect on January 1, 1981 and as amended from time to time prior to July 1, 1985.

B2.22 1999 FE Participant. The words “1999 FE Participant” shall mean any Eligible Employee who became a 1999 FE Participant in accordance with Section B3.1 hereof. Any person who has become a 1999 FE Participant in accordance with Section B3.1 hereof shall continue to be a 1999 FE Participant in accordance with the provisions of Section B3.3 hereof and his status as a 1999 FE Participant or as an Inactive 1999 FE Participant shall be determined under said Section B3.3.

B2.23 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a 1999 FE Participant the later of:

- (a) Age sixty-five (65); and

(b) his completion of five (5) Years of Eligibility Service.

B2.24 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a 1999 FE Participant the first day of the first calendar month following his attainment of his Normal Retirement Age (or the date of attainment of his Normal Retirement Age if that date occurs on the first day of a calendar month).

B2.25 One (1) Year Break in Service. The words “One (1) Year Break in Service” shall mean a twelve (12) consecutive month period during which the Eligible Employee has not completed more than five hundred (500) Hours of Service during such period. Solely for purposes of determining whether a One (1) Year Break in Service has occurred, an Eligible Employee who is absent from work due to a Maternity/Paternity Leave of Absence shall be credited with eight (8) Hours of Service for each business day during such leave, but not in excess of a total of five hundred one (501) Hours of Service. These additional Hours of Service shall be credited for the Plan Year in which the Maternity/Paternity Leave of Absence begins only if their application would prevent the Eligible Employee from incurring a One (1) Year Break in Service for such Plan Year. In all other cases, the additional Hours of Service shall be credited for the Plan Year immediately following the Plan Year in which the Maternity/Paternity Leave of Absence begins.

In addition, on and after August 5, 1993, FMLA Leave shall not be treated as or counted toward a One (1) Year Break in Service under the 1999 FirstEnergy Constituent Plan for purposes of determining whether a 1999 FE Participant is entitled to a Vested Pension (as described in Section B6.5 hereof).

B2.26 Participating Employer. The words “Participating Employer” shall mean the Company or any Affiliate which is or shall become a Participating Employer under the 1999



FirstEnergy Constituent Plan pursuant to Article A13 hereof, but, subject to Section B4.7 hereof, only for periods while it is deemed to be a Participating Employer under the 1999 FirstEnergy Constituent Plan or a Predecessor Plan.

B2.27 Period of Separation. The words “Period of Separation” shall mean for any 1999 FE Participant or former 1999 FE Participant a period commencing on his termination of employment and ending on the date such 1999 FE Participant or former 1999 FE Participant is rehired by a Participating Employer or any Affiliate. Notwithstanding the foregoing provisions of this Section, in the event any 1999 FE Participant ceases to be actively employed due to a Maternity/Paternity Leave of Absence, such 1999 FE Participant’s Period of Separation shall be deemed to have commenced on the later of the first anniversary of the date he ceased to be actively employed or his termination of employment.

B2.28 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part B, any one of the following:

- (a) Prior Ohio Edison Plan; or
- (b) 1999/2005 FirstEnergy Plan.

B2.29 Prior Centerior Plan. The words “Prior Centerior Plan” shall mean, as appropriate, The Cleveland Electric Illuminating Company Pension Plan, originally effective February 25, 1931 and as amended from time to time prior to December 31, 1993, The Retirement Plan For Employees of the Toledo Edison Company, originally effective January 1, 1949 and as amended from time to time prior to December 31, 1993, or the 1993 Centerior Plan, effective December 31, 1993 and as amended from time to time.

B2.30 Prior Ohio Edison Plan. The words “Prior Ohio Edison Plan” shall mean, as appropriate, the Pension Plan for Employees of Ohio Edison Company or the Pension Plan for

Employees of Pennsylvania Power Company, as adopted effective July 1, 1944 and as amended from time to time prior to January 1, 1995 or the Ohio Edison System Pension Plan, as adopted effective January 1, 1995 and as amended from time to time.

B2.31 Retirement Date. The words “Retirement Date” shall mean the date of the 1999 FE Participant’s actual retirement on his Deferred, Normal or Early Retirement Date, as the case may be.

B2.32 Retirement Income. The words “Retirement Income” shall mean the monthly benefit payable under the 1999 FirstEnergy Constituent Plan in accordance with Articles B5, B6 and B8 hereof, but not including Vested Pension benefits provided in accordance with Sections B5.4 and B6.5 hereof.

B2.33 Service. The word “Service” shall mean the period of an Eligible Employee’s employment by a Participating Employer and shall include periods of disability as provided in Section B7.1 hereof and periods of absence as provided in Sections B4.4 and B4.5 hereof.

B2.34 Supplement. The word “Supplement” shall mean a portion of the 1999 FirstEnergy Constituent Plan, designated as such, which contains special provisions applicable only to specific groups of Employees, former Employees or Beneficiaries of deceased Employees.

B2.35 Years of Benefit Service. The words “Years of Benefit Service” shall have the meaning set forth in Article B4 hereof. Prior to January 1, 2007, “Years of Benefit Service” were referred to as “Years of Credited Service.”

B2.36 Years of Eligibility Service. The words “Years of Eligibility Service” shall have the meaning set forth in Article B4 hereof.

ARTICLE B3

ELIGIBILITY AND PARTICIPATION

B3.1 Requirements.

- (a) Each Eligible Employee who was accruing benefits as a Pre-2005 Formula Participant under the 1999/2005 FirstEnergy Plan immediately prior to January 1, 2007 became a 1999 FE Participant under the 1999 FirstEnergy Constituent Plan on January 1, 2007 if he was still an Eligible Employee on January 1, 2007. Each such Eligible Employee originally became a Participant in the 1999/2005 FirstEnergy Plan as of the date specified in the 1999/2005 FirstEnergy Plan, which generally was the first day of the month immediately following the later of his date of hire or the adoption date of the Participating Employer by which he was employed. Each such Eligible Employee's status on or after January 1, 2015 shall be determined pursuant to Section B3.3 hereof.
- (b) Subject to Article A12 hereof, no other Employee, including a new Employee or a rehired Employee, shall become a 1999 FE Participant under the 1999 FirstEnergy Constituent Plan on or after January 1, 2007.

B3.2 Former Employees. If a former Employee, who was previously a 1999 FE

Participant or a Participant under a Predecessor Plan, is rehired, he shall not become a 1999 FE Participant and shall not accrue any further benefits under the 1999 FirstEnergy Constituent Plan. If such an Employee is rehired at a time when his prior Years of Eligibility Service under the 1999 FirstEnergy Constituent Plan are cancelled, he shall not have an accrued benefit under the 1999 FirstEnergy Constituent Plan.

B3.3 Status of Participant. The status of a 1999 FE Participant shall be

determined as follows:

- (a) He shall be a 1999 FE Participant so long as he is an Eligible Employee, and shall cease to be a 1999 FE Participant when he shall have ceased to be an Eligible Employee.
- (b) He shall be considered to be an Inactive 1999 FE Participant during any period in which he continues to be an Employee but is not an Eligible Employee. Inactive 1999 FE Participants do not accrue benefits under the

1999 FirstEnergy Constituent Plan. In addition, any other Employee who is not a 1999 FE Participant but who has an accrued benefit under the 1999 FirstEnergy Constituent Plan which has not been cancelled shall be considered to be an Inactive 1999 FE Participant.

ARTICLE B4

CREDITING OF SERVICE

B4.1 Years of Benefit Service. For purposes of benefit computation under the 1999 FirstEnergy Constituent Plan, a 1999 FE Participant's Years of Benefit Service shall be the sum of:

- (a) His Years of Past Benefit Service, if any, provided under a Supplement hereto;
- (b) Except as provided in subparagraph (c) below, each Plan Year commencing on or after the Effective Coverage Date and ending on or before December 31, 2013 in which the 1999 FE Participant completes at least one thousand (1,000) Hours of Service as a 1999 FE Participant;
- (c) For each Plan Year commencing on or after the Effective Coverage Date and ending on or before December 31, 2013, in which an Eligible Employee first became a 1999 FE Participant or in which he terminates employment with a Participating Employer or is rehired or is on strike or has an unauthorized absence from work as determined by a Participating Employer, a fractional year based on whole months of service for any month in which he is credited with at least one (1) Hour of Service as a 1999 FE Participant, provided that the 1999 FE Participant would have been credited with one thousand (1,000) Hours of Service as a 1999 FE Participant had he continued to work on the basis of one thousand (1,000) hours for the entire Plan Year. To receive credit for a whole month of service for each month in which the 1999 FE Participant has at least one (1) Hour of Service, the following calculation must be greater than or equal to one thousand (1,000):

$$\frac{12 \times H}{M}$$

M

Where H is the number of Actual Hours of Service as a 1999 FE Participant credited to the 1999 FE Participant during the Plan Year; and

M is the number of whole months during which the 1999 FE Participant has been credited with at least one (1) Hour of Service as a 1999 FE Participant.

Notwithstanding the foregoing, prior to January 1, 2007 if an Eligible Employee was terminated and rehired as an Eligible Employee within the same Plan Year, he was entitled to Benefit Service under this subparagraph (c) equal to the greater of:

- (i) the total of:
  - (A) the Benefit Service determined under this subparagraph (c) after his date of rehire and, if applicable, on and before his last date of termination of employment during such Plan Year; and
  - (B) the Benefit Service determined under this subparagraph (c) on his prior date of termination of employment during such Plan Year which occurs prior to his date of rehire during such Plan Year; or
- (ii) the Benefit Service determined under this subparagraph (c) on a date of termination of employment during such Plan Year which occurs prior to his date of rehire during such Plan Year; and
- (d) For periods commencing on or after January 1, 2014 his years and fractional years of Elapsed Time Service as a 1999 FE Participant but excluding any Period of Separation.

No 1999 FE Participant shall be entitled to duplicate credit for Years of Benefit Service for any period of employment. Prior to January 1, 2007, “Years of Benefit Service” were referred to as “Years of Credited Service.”

B4.2 Years of Eligibility Service. Except as otherwise provided in Sections B4.6, B4.7, B4.8 and B4.9 hereof or a Supplement and subject to the rule described in Section B4.1(c) hereof for determining fractional years, a 1999 FE Participant’s Years of Eligibility Service shall be the same as Years of Benefit Service for periods ending prior to January 1, 2014 and shall be his Elapsed Time Service (as defined in Section B2.14 hereof) for periods commencing on and after January 1, 2014, but shall take into account all periods of his employment with a Participating Employer or any Affiliate to the extent not already taken into

account in his Years of Eligibility Service. No Participant shall be entitled to duplicate credit for Years of Eligibility Service for any period of employment.

**B4.3 Reinstatement of Prior Years of Benefit Service and Years of Eligibility Service.**

- (a) If a 1999 FE Participant whose employment had terminated prior to the Effective Coverage Date is re-employed by a Participating Employer or an Affiliate, he shall be treated in determining restoration of his prior Years of Eligibility Service and Years of Benefit Service for purposes of the 1999 FirstEnergy Constituent Plan in accordance with the applicable Supplement hereto.
- (b) If an Eligible Employee's employment is terminated on or after the Effective Coverage Date and prior to January 1, 2014 and he again becomes an Eligible Employee or is re-employed by an Affiliate, the period of his Service, including his Years of Eligibility Service and his Years of Benefit Service, prior to the termination of his employment shall be restored for purposes of the 1999 FirstEnergy Constituent Plan, if he has incurred a One Year Break in Service and was entitled to receive a Vested Pension in accordance with the provisions of Section B5.4 hereof (or its predecessor Section). However, if the Employee has incurred a One (1) Year Break in Service and is not entitled to receive a Vested Pension in accordance with the provisions of Section B5.4 hereof (or its predecessor Section), the period of his Service, including his Years of Eligibility Service and his Years of Benefit Service, prior to his One (1) Year Break in Service shall be restored only if the number of his consecutive One (1) Year Breaks in Service does not equal or exceed the greater of five (5) or the aggregate number of his Years of Eligibility Service prior to the One (1) Year Break in Service, disregarding any Years of Service which are not required to be taken into account by reason of any previous One (1) Year Breaks in Service.
- (c) If an Eligible Employee's employment is terminated after December 31, 2013 and he again becomes an Eligible Employee or is re-employed by an Affiliate, the period of his Service, including his Years of Eligibility Service and his Years of Benefit Service, prior to the termination of his employment shall be restored for purposes of the 1999 FirstEnergy Constituent Plan, if he has incurred a Period of Separation and was entitled to receive a Vested Pension in accordance with the provisions of Section B5.4 hereof (or its predecessor Section). However, if the Employee has incurred a Period of Separation and is not entitled to receive a Vested Pension in accordance with the provisions of Section B5.4 hereof (or its predecessor Section), the period of his Service, including his Years

of Eligibility Service and his Years of Benefit Service, prior to his Period of Separation shall be restored only if his Period of Separation does not equal or exceed the greater of five (5) years or the Elapsed Time Service he had on his termination of employment, disregarding any Years of Service which are not required to be taken into account by reason of any previous Period of Separation.

- (d) To avoid duplication of benefits, any Retirement Income or Vested Pension benefits which are based upon the use of a 1999 FE Participant's Years of Benefit Service restored under this Section shall be deemed to be included in and not in addition to Retirement Income or Vested Pension benefits computed by the use of the total number of the 1999 FE Participant's Years of Benefit Service. The amount and payment of subsequent Retirement Income or Vested Pension benefits shall be subject to the provisions of Section B6.6 hereof.

B4.4 Military Service. If a 1999 FE Participant leaves the employment of a Participating Employer to enter Military Service, he shall be deemed to remain in Service for the period of his Military Service. During the period of such Military Service, the 1999 FE Participant shall be credited with Hours of Service for all purposes of the 1999 FirstEnergy Constituent Plan, including Years of Eligibility Service and Years of Benefit Service, as though he remained in the active employment of a Participating Employer. If the 1999 FE Participant shall not return to the employment of a Participating Employer within the period prescribed by law for the protection of veterans' rights or such longer period as determined by the Administrator, he shall be deemed to have terminated his Service and employment on the last day of his period of Military Service.

B4.5 Lay-Off. If a 1999 FE Participant ceases employment with a Participating Employer by reason of lay-off due to lack of work as determined by a Participating Employer, he shall be deemed to remain in Service for the period during which he has recall rights solely for purposes of avoiding a One (1) Year Break in Service or Period of Separation. A period of lay-off will not be counted in determining Years of Benefit Service or Years of Eligibility Service.



If upon recall the Participant shall fail to return to the employ of a Participating Employer within the time provided for his return, he shall be deemed to have terminated his Service and employment on the last day of the period allowed for his return.

B4.6 Transfers Between Companies.

- (a) If a 1999 FE Participant transfers employment from a Participating Employer to an Affiliate and thereby ceases to be an Eligible Employee, he shall not be deemed to have had a termination of employment and the period of his employment after the Effective Coverage Date with the Affiliate shall be considered Service and shall be deemed employment by a Participating Employer solely for purposes of determining his Years of Eligibility Service after the Effective Coverage Date, but shall not be considered in determining his Years of Benefit Service or his Earnings, Base Earnings or Credited Career Earnings under the 1999 FirstEnergy Constituent Plan. If the 1999 FE Participant shall subsequently terminate employment with the Affiliate and shall not return to employment with a Participating Employer, his rights under the 1999 FirstEnergy Constituent Plan shall be determined as though his termination of employment with the Affiliate was a termination of employment with a Participating Employer, and his entitlement to Retirement Income or Vested Pension benefits shall be determined on the basis of his Earnings or Base Earnings (disregarding any compensation received from the Affiliate) and his Years of Benefit Service, if applicable, to the date of his transfer to the Affiliate.
- (b) If an Eligible Employee transfers employment from an Affiliate to a Participating Employer, the period of his employment with such company shall, for the purposes of determining his Years of Eligibility Service under the 1999 FirstEnergy Constituent Plan, be deemed employment by a Participating Employer.

B4.7 Employment with Predecessor Company. The benefits of the 1999

FirstEnergy Constituent Plan may be extended to Eligible Employees entering or having entered the service of a Participating Employer through the acquisition of companies or properties, including credit for service with such companies and their predecessors or affiliates or properties, to the extent the Board of Directors may determine, or shall have determined, as though such service had been rendered to a Participating Employer. As a result:

- (a) employment with Ohio Valley Electric Corporation shall be considered as set forth in Section III of the 1976 Plans;
- (b) service with Public Service shall be considered as set forth in Section XVI of the 1976 Plans; and
- (c) service with a municipal electric system acquired by the Company prior to January 1, 1976 shall be considered as set forth in Article 17 of the 1981 Plans.

B4.8 Service With Certain Municipalities.

- (a) If an employee of a municipality who, effective with the acquisition by a Participating Employer of the electric generating and/or distribution system of the municipality, became an Eligible Employee of a Participating Employer (a full-time regular employee prior to January 1, 1976), his period of employment with the vendor municipality shall be, for the purposes of the 1999 FirstEnergy Constituent Plan as set forth in subparagraph (b) below, considered as Eligibility Service with a Participating Employer except that earnings for employment with the municipality shall not be taken into account for the purpose of computing any benefits under the 1999 FirstEnergy Constituent Plan.
- (b) Benefits under the 1999 FirstEnergy Constituent Plan will accrue to an Eligible Employee described in subparagraph (a) above commencing with the effective date of his employment with a Participating Employer. All service of such an Eligible Employee as a full-time employee of the municipality (not necessarily continuous) shall be taken into account in determining his Years of Eligibility Service for purposes of Sections A7.3, B2.11, B2.23, B5.3, B5.4, B6.5, B7.1, B9.1 and B9.3 hereof.

B4.9 Service With The CCO Company. All service with The CCO Company of a 1999 FE Participant who was employed by The CCO Company and was a participant in the CCO Company Revised Pension Plan (“CCO Plan”) on June 30, 1984 shall be counted as Service for all purposes under the 1999 FirstEnergy Constituent Plan.

## ARTICLE B5

### ELIGIBILITY FOR RETIREMENT INCOME OR VESTED PENSION

B5.1 Normal Retirement. A 1999 FE Participant who retires from employment on his Normal Retirement Date shall be eligible to receive Retirement Income as provided in Section B6.1 hereof. Subject to adjustment as provided in Articles B6 and B8 hereof, such Retirement Income shall become nonforfeitable upon the 1999 FE Participant attaining his Normal Retirement Date while employed by a Participating Employer or an Affiliate.

B5.2 Deferred Retirement. A 1999 FE Participant who continues in the employ of a Participating Employer or an Affiliate beyond his Normal Retirement Date shall be eligible to retire and receive Retirement Income as provided in Section B6.2 hereof. Such a 1999 FE Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3.

B5.3 Early Retirement. A 1999 FE Participant who continues in the employ of a Participating Employer or an Affiliate until his completion of at least ten (10) Years of Eligibility Service and attainment of Age fifty-five (55), but not Age sixty-five (65), shall be eligible to retire and receive Retirement Income as provided in Section B6.3 hereof.

B5.4 Vested Pension. If a 1999 FE Participant has completed at least five (5) Years of Eligibility Service on the date his employment terminates for any reason (other than death or retirement), he shall be entitled to receive a "Vested Pension" as provided in Section B6.5 hereof. Termination of employment ends eligibility for the "Pre-Retirement Survivor's Benefit" as described in Section B9.1 hereof.

A 1999 FE Participant shall not be entitled to a Vested Pension if on the date of termination of his employment he has fewer than five (5) Years of Eligibility Service. In addition, no 1999 FE Participant shall be eligible to receive a Vested Pension pursuant to this Section if he is entitled to receive Retirement Income pursuant to Section B5.1, B5.2 or B5.3 hereof.

ARTICLE B6

RETIREMENT INCOME OR VESTED PENSION

B6.1 Normal Retirement Income. Subject to the applicable provisions of Article B8 hereof and the Supplements, the amount of monthly Retirement Income, payable to a 1999 FE Participant commencing on his Normal Retirement Date, shall be the greater of the amount determined under subparagraph (a) or (b) below, as follows:

- (a) Career Earnings Benefit Formula. An amount equal to one-twelfth (1/12th) of the sum of 2.125% of his Credited Career Earnings for each Plan Year.
  
- (b) Adjusted Highest Average Monthly Base Earnings Benefit Formula. The amount determined by adding the amount determined in subparagraph (ii) below, if any, to the amount determined in subparagraph (i) below:
  - (i) An amount equal to the product of the 1999 FE Participant's Highest Average Monthly Base Earnings times the sum of the following percentages:
    - (A) 1.58% for the first twenty (20) Years of Benefit Service;
    - (B) 1.18% for the next ten (10) Years of Benefit Service;
    - (C) .78% for the next five (5) Years of Benefit Service; and
    - (D) 1.10% for each Year of Benefit Service in excess of thirty-five (35).
  
  - (ii) An amount equal to the product of .32% times the 1999 FE Participant's Years of Benefit Service (up to a maximum of thirty-five (35) years) times the difference (if less than zero (0), use zero (0)) of the 1999 FE Participant's Highest Average Monthly Base Earnings and one-twelfth (1/12th) of the lesser of:
    - (A) one hundred fifty percent (150%) of the 1999 FE Participant's Covered Compensation; or
    - (B) the Social Security taxable wage base;
  
  - (iii) each as of the Plan Year in which occurs the 1999 FE Participant's Deferred, Normal or Early Retirement Date or the

earlier date of termination of his employment with a Participating Employer, as applicable.

B6.2 Deferred Retirement Income. Subject to the applicable provisions of Article B8 hereof, the amount of monthly Retirement Income commencing on a 1999 FE Participant's Deferred Retirement Date shall be determined as of such Deferred Retirement Date in accordance with Section B6.1 hereof but shall not be less than the Retirement Income which he would have received under said Section B6.1 if his Retirement Income had commenced on his Normal Retirement Date.

B6.3 Early Retirement Income. A 1999 FE Participant (other than one who has terminated employment and is entitled to a Vested Pension benefit under Section B6.5 hereof) who retires on an Early Retirement Date may elect to have his Retirement Income commence on his Early Retirement Date or defer commencement of Retirement Income to the first day of any month subsequent to his Early Retirement Date but not later than his Normal Retirement Date. Such election shall be made on a form prescribed by the Administrator and filed with the Administrator in accordance with Section A4.6 hereof at least thirty (30) days before Retirement Income payments to him are to commence. Subject to the applicable provisions of Article B8 hereof, the amount of such 1999 FE Participant's Retirement Income shall be determined as of such Early Retirement Date in accordance with Section B6.1 hereof and, if such Retirement Income commences prior to his attainment of Age sixty (60), reduced in accordance with the early retirement factors set forth in Table 2 hereto.

B6.4 Minimum Retirement Income. Retirement Income computed in accordance with this Article with respect to a 1999 FE Participant as of his Normal, Early or Deferred Retirement Date shall not be less than the Retirement Income which would have been payable with respect to such 1999 FE Participant on an Early Retirement Date had the

Participant retired on the Early Retirement Date (taking into account any adjustment to such Retirement Income which would have been made as a result of commencement prior to Normal Retirement Date), which would have resulted in the greatest Retirement Income and had his Retirement Income been payable, commencing on such Early Retirement Date, in the same form as at his Retirement Date.

B6.5 Vested Pension. A 1999 FE Participant who has terminated employment under the circumstances described in Section B5.4 hereof shall receive, commencing on his Normal Retirement Date, a Vested Pension equal to his monthly Retirement Income accrued to the date of the termination of his Service with a Participating Employer in accordance with Section B6.1 hereof, except that:

- (a) A 1999 FE Participant may elect to receive his Vested Pension commencing as of the first day of any month within the ten (10) year period preceding his Normal Retirement Date in an amount equal to his Retirement Income accrued to the date of termination of his Service with a Participating Employer in accordance with Section B6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 1 hereto.
- (b) Notwithstanding the foregoing subparagraph (a), a 1999 FE Participant who satisfies all of the following requirements may elect to receive his Vested Pension commencing as of the first day of any month within the ten (10) year period preceding his Normal Retirement Date in an amount equal to his Retirement Income accrued to the date of termination of his Service with a Participating Employer in accordance with Section B6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:
  - (i) at the time of termination of employment, the 1999 FE Participant was at least Age fifty (50), but not Age fifty-five (55) or older, and had ten (10) or more Years of Eligibility Service;
  - (ii) the 1999 FE Participant's termination of employment occurred under circumstances that qualified him for benefits under the Company's Severance Benefits Plan;

- (iii) the 1999 FE Participant elected to receive severance benefits under the Severance Benefits Plan and duly executed the “Agreement to Release in Full” specified by the Company in accordance with the terms of the Severance Benefits Plan; and
  - (iv) the 1999 FE Participant did not revoke the election specified in subparagraph (b)(iii) above.
- (c) Notwithstanding the foregoing subsections, a 1999 FE Participant who satisfies the following requirements may elect to receive his Vested Pension commencing as of the first day of any month within the ten (10) year period preceding his Normal Retirement Date in an amount equal to his Retirement Income accrued to the date of termination of his Service with a Participating Employer in accordance with Section B6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:
  - (i) the 1999 FE Participant terminates employment with his Participating Employer as the result of the sale of the business unit in which he is employed to an unrelated entity (“Buyer”) in a transaction that closes no later than December 31, 2020; and
  - (ii) at the time of termination of employment, the 1999 FE Participant was at least Age fifty (50), but not Age fifty-five (55) or older, and had ten (10) Years of Eligibility Service; and
  - (iii) the 1999 FE Participant meets the eligibility requirements in (i) and (ii) above, becomes an employee of the Buyer, and continues to work for such Buyer until he either:
    - (A) attains Age fifty-five (55); or
    - (B) is terminated by Buyer before Age 55 under circumstances that would have qualified him for benefits under the Company’s Severance Benefits Plan if he had remained an Employee of his Participating Employer. This subparagraph (B) shall not apply to any voluntary termination of employment or a termination for cause.
- (d) Notwithstanding the foregoing subsections, a 1999 FE Participant who satisfies all of the following requirements may elect to receive his Vested Pension commencing as of the first day of any month within the ten (10) year period preceding his Normal Retirement Date in an amount equal to his Retirement Income accrued to the date of termination of his Service with a Participating Employer in accordance with Section B6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:



- (i) at the time of termination of employment, the 1999 FE Participant was a Non-Bargaining Unit Employee;
  - (ii) was at least Age fifty (50), but not Age fifty-five (55) or older, and has ten (10) or more Years of Eligibility Service;
  - (iii) the 1999 FE Participant's termination of employment occurred due to the outsourcing of his job to a non-Affiliated company prior to January 1, 2021; and
  - (iv) he was offered and began employment with the same non-Affiliated Company immediately following his termination from the Participating Employer.
- (e) Notwithstanding the foregoing subsections, a 1999 FE Participant who satisfies the following requirements may elect to receive his Vested Pension commencing as of the first day of any month within the ten (10) year period preceding his Normal Retirement Date in an amount equal to his Retirement Income accrued to the date of termination of his Service with a Participating Employer in accordance with Section B6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:
- (i) the 1999 FE Participant was employed by FirstEnergy Solutions Corp., employed at the Pleasants Power Station, or employed for any other business unit of a Participating Employer that has emerged from bankruptcy ("FES business unit");
  - (ii) at the time of emergence, the 1999 FE Participant was at least Age fifty (50), but not Age fifty-five (55) or older and had ten (10) Years of Eligibility Service; and
  - (iii) becomes an employee of an unrelated entity in a transaction that is either:
    - (A) the sale of all or part of the FES business unit, including the sale of any assets; or
    - (B) a transfer of the assets in the FES business unit.
- (f) An election pursuant to this Section to have a Vested Pension commence prior to Normal Retirement Date shall be made on a form prescribed by the Administrator and shall be filed with the Administrator in accordance with Section A4.6 hereof at least thirty (30) days before such Vested Pension is to commence. In addition, the amount of any monthly Vested Pension payments shall be subject to the applicable provisions of Article B8 hereof.

B6.6 Adjustment of Retirement Income for Re-employment. If a 1999 FE Participant who is receiving Retirement Income or a Vested Pension benefit is re-employed by any Participating Employer or Affiliate, other than as a consultant, Leased Employee or contingent or independent contractor (regardless of whether such consultant, Leased Employee or contingent or independent contractor is subsequently determined by a court, the Internal Revenue Service or other governmental entity to be a common-law employee of a Participating Employer or Affiliate), and completes nine hundred sixty (960) or more Hours of Service for a Participating Employer or an Affiliate during a calendar year (“Re-employment Service”), his Retirement Income or Vested Pension benefit derived from Participating Employer contributions shall be suspended during the period of his Re-employment Service. Such Retirement Income or Vested Pension benefit shall commence or recommence no later than the first day of the third (3rd) calendar month after the calendar month in which the 1999 FE Participant ceases to be in Re-employment Service, whether due to the 1999 FE Participant’s re-employment or to the 1999 FE Participant’s continuing employment after his Normal Retirement Date. Any Retirement Income or Vested Pension benefit payable upon the 1999 FE Participant’s subsequent termination of employment or retirement shall be increased by the Actuarial Equivalent of any Retirement Income payments or Vested Pension benefits which were suspended and not paid to him during his Re-employment Service. The Administrator shall notify each 1999 FE Participant who continues in employment after his Normal Retirement Date and each 1999 FE Participant who is re-employed whether or not such continuing employment or re-employment constitutes Re-employment Service and of any suspension of payments due to such Re-employment Service in the manner and at the time required by regulations issued by the Department of Labor. In accordance with Section B3.2 hereof, a rehired 1999 FE Participant

shall not accrue any further benefits under the 1999 FirstEnergy Constituent Plan. Any future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

B6.7 Rehire of Certain Former 1999 FE Participants Who Received a Lump Sum Payment. If a 1999 FE Participant who has received:

- (a) a single sum payment pursuant to Section A11.5 hereof;
- (b) a Single Sum Cashout pursuant to Section A11.33 hereof; or
- (c) a Voluntary Cashout pursuant to the 2014 Voluntary Cashout Window Program of the Plan;

shall again become Employee, he shall not again become a 1999 FE Participant and, unless he repays such payment or Cashout pursuant to Section A11.36 hereof, shall not have an accrued benefit under the 1999 FirstEnergy Constituent Plan.

B6.8 Minimum Benefit Relating to CCO Plan. The Retirement Income of a 1999 FE Participant who on June 30, 1984 was a participant in the CCO Plan shall not be less than an amount equal to the monthly benefit which he had accrued under the CCO Plan as of June 30, 1984.

ARTICLE B7

DISABILITY

B7.1 Disability Status.

- (a) A 1999 FE Participant who has completed at least ten (10) Years of Eligibility Service and who is an Eligible Employee who qualifies for benefits under a Participating Employer's long-term disability plan shall be "disabled."
- (b) A 1999 FE Participant who has completed at least ten (10) Years of Eligibility Service but who is not a participant under a Participating Employer's long-term disability plan or has been denied benefits under a Participating Employer's long-term disability plan shall be "disabled" if, in the opinion of a Participating Employer physician, he is permanently and totally disabled from any and all gainful employment.
- (c) Disability status as a result of being determined to be disabled under either subparagraph (a) or (b) above and the continuance thereof shall be subject to evidence satisfactory to the Administrator of the 1999 FE Participant's continued disability.
- (d) During a 1999 FE Participant's period of disability, as described in subparagraph (a) or (b) above, he shall be credited with regular, straight-time Hours of Service unless he shall retire on an Early Retirement Date in which event he shall cease to be credited with Hours of Service on his Early Retirement Date. If a 1999 FE Participant who has been determined to be disabled, as described in subparagraph (a) or (b) above, either:
  - (i) subsequently ceases to be disabled;
  - (ii) in the case of a 1999 FE Participant who has been determined to be disabled under subparagraph (a) above, ceases to qualify for benefits under a Participating Employer's long-term disability plan; or
  - (iii) fails to furnish evidence reasonably requested by the Administrator of his continuing disability;
  - (iv) his disability payments under Section B7.2 hereof shall cease, and unless he has previously retired on an Early Retirement Date, shall, if he does not thereupon return to Service or employment with a Participating Employer or an Affiliate, be treated as though he had terminated his employment as of the date he ceased to be

disabled, ceased to qualify for benefits under a Participating Employer's long-term disability plan, or, if applicable, as of a date reasonably fixed by the Administrator following his failure to furnish satisfactory evidence of his continuing disability. In no event shall disability payments under Section B7.2 hereof and crediting of Hours of Service during disability continue after the earlier of his Normal Retirement Date or death. Upon reaching his Normal Retirement Date, a 1999 FE Participant's disability payments under Section B7.2 hereof and crediting of Hours of Service during disability shall cease.

B7.2 Disability Payments. A 1999 FE Participant who is determined to be disabled under Section B7.1(a) or B7.1(b) hereof and has made proper application for benefits in accordance with Section A4.6 hereof shall receive, commencing as of his Disability Payment Date, a monthly disability payment of Four Hundred Dollars (\$400.00), reduced monthly by any other amounts then currently paid and received by him on account of his disability and paid by a Participating Employer or provided in whole or in part by premiums, taxes or other payments paid by or at the expense of a Participating Employer, including Workers' Compensation benefits, but not reduced by any Social Security disability benefits or benefits under a Participating Employer's long-term disability plan.

ARTICLE B8

FORMS OF PAYMENT

B8.1 Normal Forms. The normal forms of payment under the 1999 FirstEnergy Constituent Plan are as follows:

- (a) Single Life Annuity Option. If a 1999 FE Participant is not married as of his Benefit Commencement Date, his Retirement Income or Vested Pension shall normally be payable in the form of an annuity for his lifetime only.
- (b) Automatic Joint and Surviving Spouse Annuity Option. If a 1999 FE Participant is married and has not elected an optional form of payment described in Section B8.3 hereof in accordance with Section B8.2 hereof, as of his Benefit Commencement Date he shall be deemed to have made an effective designation of his spouse as his Joint Annuitant and to have elected that reduced Retirement Income or a reduced Vested Pension shall be payable to him during his lifetime and that after his death (subsequent to the commencement of such reduced Retirement Income or reduced Vested Pension) Retirement Income or a Vested Pension equal to fifty (50%) of his reduced Retirement Income or reduced Vested Pension shall continue during the life of and be paid to his Joint Annuitant, if such Joint Annuitant survives him (such form of payment is hereafter referred to as a “Automatic Joint and Surviving Spouse Annuity Option”). The Automatic Joint and Surviving Spouse Annuity Option shall be the Actuarial Equivalent of the Retirement Income or Vested Pension which would have been payable to the 1999 FE Participant under the Single Life Annuity Option.

B8.2 Election of Other Forms. Subject to certain restrictions described herein, in lieu of receiving his benefit in accordance with the applicable normal form set forth in Section B8.1 hereof, a 1999 FE Participant may elect to receive his benefit pursuant to an optional form of payment described in Section B8.3 hereof. The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such 1999 FE Participant’s Benefit Commencement Date, provide such 1999 FE Participant with a written explanation of:

- (a) the terms and conditions of the normal forms set forth in Section B8.1 hereof and the optional forms set forth in Section B8.3 hereof;

- (b) his right to make, and the effect of, an election under this Section not to receive his benefits pursuant to the normal form set forth in Section B8.1 hereof;
- (c) the rights of a married 1999 FE Participant's 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; 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 1999 FE 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 Article 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 1999 FE 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<sup>th</sup>) day after the date on which such explanation is provided.
- (ii) A 1999 FE 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 1999 FE 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 1999 FE Participant has the right to at least thirty (30) days to consider whether to waive the normal form of

payment described in Section B8.1 hereof and consent to another form of payment;

- (B) the benefit commences more than seven (7) days after such explanation is received;
- (C) the 1999 FE 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 1999 FE Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the 1999 FE Participant, shall designate the Joint Annuitant and the Selected Percentage if he shall have selected a Joint and Survivor Annuity Option and shall designate the Contingent Beneficiary and the Selected Period if he shall have selected a Period Certain Option. 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 the Joint Annuitant designated by the 1999 FE Participant will be required prior to the payment of benefits under a Joint and Survivor Annuity Option.

If a 1999 FE Participant, who has a spouse living at his Benefit Commencement Date who is entitled to the Automatic Joint and Surviving Spouse Annuity Option, elects a form of payment other than the Automatic Joint and Surviving Spouse Annuity Option, such election shall not be effective hereunder unless the 1999 FE Participant's spouse consents to the 1999 FE Participant's election within the 90-day Election Period in accordance with Section A11.12 hereof.

**B8.3 Optional Forms of Payment.** The optional forms of payment under the 1999 FirstEnergy Constituent Plan are as follows:



- (a) Single Life Annuity Option. A 1999 FE Participant may elect that his Retirement Income or Vested Pension be paid in the form of an annuity for his lifetime only.
- (b) Joint and Survivor Annuity Option. A 1999 FE Participant may elect to receive reduced Retirement Income or a reduced Vested Pension payable to him during his lifetime with the provision that after his death (subsequent to the commencement of such reduced Retirement Income or reduced Vested Pension), Retirement Income or a Vested Pension equal to 100%, 75%, 50% or 25%, as specified by the 1999 FE Participant (the “Selected Percentage”), of his reduced Retirement Income or reduced Vested Pension shall continue during the life of and be paid to the Joint Annuitant that the 1999 FE Participant shall have designated pursuant to Section B8.2 hereof, if such Joint Annuitant survives him. Such optional form of payment shall be the Actuarial Equivalent of the Retirement Income or Vested Pension which would have been payable to the 1999 FE Participant under the Single Life Annuity Option. However, if the designated Joint Annuitant is a person who is not the spouse of the 1999 FE 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.
- (c) Modified Joint and Survivor Annuity Option. If a 1999 FE Participant has elected a Joint and Survivor Annuity Option as provided in subparagraph (b) of this Section, he may elect to receive a further reduced amount of Retirement Income or Vested Pension which shall be payable in accordance with his election under subparagraph (b) of this Section but with the provision that in the event his Joint Annuitant shall die after the commencement of Retirement Income or Vested Pension to the 1999 FE Participant but during the life of the 1999 FE Participant, the Retirement Income or Vested Pension payable to the 1999 FE Participant following the death of his Joint Annuitant shall be increased to the amount which would have been payable to the 1999 FE Participant had he elected to receive his Retirement Income or Vested Pension under the Single Life Annuity Option. Such increase shall take effect on the first day of the month following the death of the Joint Annuitant.
- (d) Period Certain Annuity Option. A 1999 FE Participant may elect to receive reduced Retirement Income or a reduced Vested Pension payable to him during his lifetime with the provision that in the event he shall die (subsequent to the commencement of such reduced Retirement Income or reduced Vested Pension) before he shall have received Retirement Income or Vested Pension payments for a period of 60, 120 or 180 months, as selected by the 1999 FE Participant (the “Selected Period”), after his death

Retirement Income or a Vested Pension equal to 100% of his reduced Retirement Income or Vested Pension shall continue for the remainder of the Selected Period to the Contingent Beneficiary he shall have designated pursuant to Section B8.2 hereof; provided, however, that following the death of such Contingent Beneficiary, a lump sum amount equal to the dollar amount of the payment multiplied by the number 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 Income or Vested Pension which would have been payable to the 1999 FE Participant under the Single Life Annuity Option.

B8.4 Death of Joint Annuitant or Contingent Beneficiary Prior to the Death of the 1999 FE Participant.

- (a) If the Joint Annuitant deemed designated or the Joint Annuitant or Contingent Beneficiary designated by a 1999 FE Participant dies before the 1999 FE Participant's Benefit Commencement Date, such designation shall be null and void and the Single Life Annuity Option will apply unless the 1999 FE Participant has remarried or designated another Joint Annuitant or Contingent Beneficiary.
- (b) If a Joint Annuitant deemed designated or a Joint Annuitant or Contingent Beneficiary designated by a 1999 FE Participant dies after the 1999 FE Participant's Benefit Commencement Date but prior to the death of the 1999 FE Participant, the Retirement Income or Vested Pension being paid to the 1999 FE Participant shall continue in unchanged amount until his death unless he has made the election provided in Section B8.3(c) hereof in which case it shall be adjusted as provided in such Section. However, if such 1999 FE Participant is receiving Retirement Income or a Vested Pension pursuant to a Period Certain Annuity Option described in B8.3(d) hereof, he may designate a successor Contingent Beneficiary. If such 1999 FE 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.

B8.5 Minimum Reduced Retirement Income or Vested Pension.

Notwithstanding any provision of the Plan to contrary, the amount of reduced Retirement Income or Vested Pension payable to a 1999 FE Participant who was:

- (a) a Non-Bargaining Unit Employee; or
- (b) a Bargaining Unit Employee represented by IBEW Local 1194; or

- (c) a Bargaining Unit Employee represented by UWUA Local 457; or
- (d) a Bargaining Unit Employee represented by UWUA Local 118; or
- (e) a Bargaining Unit Employee represented by UWUA Local 126; or
- (f) a Bargaining Unit Employee represented by UWUA Local 140;

on the day immediately preceding the Applicable Effective Date and who elects a periodic form of payment under the 1999 FirstEnergy Constituent Plan which was provided under the 1999/2005 FirstEnergy Plan on the day immediately preceding the Applicable Effective Date (other than the Single Life Annuity Option) shall not be less than the Retirement Income or Vested Pension which would have been payable to such 1999 FE Participant under such form of payment on the day immediately preceding the Applicable Date, utilizing Table 2A or Table 2B under the 1999/2005 FirstEnergy Plan, as appropriate. For purposes of this Section, the Applicable Effective Date shall be:

- (i) with respect to Non-Bargaining Unit Employees, January 1, 2006;
- (ii) with respect to Bargaining Unit Employees represented by IBEW Local 1194 or UWUA Local 457, the later of January 1, 2006 or the date the amendment applying the new factors to IBEW Local 1194 and UWUA Local 457 was actually adopted; and
- (iii) with respect to Bargaining Unit Employees represented by UWUA Local 118, UWUA Local 126 or UWUA Local 140, the later of October 1, 2006 or the date the amendment applying the new factors to UWUA Local 118, UWUA Local 126 and UWUA Local 140 was actually adopted.

ARTICLE B9  
DEATH BENEFITS

B9.1 Surviving Spouse Benefit. The Eligible Spouse of a 1999 FE Participant will be entitled to a Surviving Spouse Benefit if the 1999 FE Participant:

- (a) was an Eligible Employee of a Participating Employer (including a disabled 1999 FE Participant who is being credited with Hours of Service under Section B7.1(d) hereof) or a retired 1999 FE Participant eligible for Retirement Income as described in Section B5.1, B5.2 or B5.3 hereof at the time of his death; and
- (b) had completed ten (10) Years of Eligibility Service; and
- (c) dies prior to his Benefit Commencement Date.

Notwithstanding the foregoing subsections, the Eligible Spouse of a 1999 FE Participant will be entitled to a Surviving Spouse Benefit under this Section B9.1 if the 1999 FE Participant:

- (a) was employed by FirstEnergy Solutions Corp. (“FES”) or any other business unit of a Participating Employer that has emerged from bankruptcy as part of the FES emergence from bankruptcy (“FES business unit”);
- (b) at the time of emergence, the 1999 FE Participant had completed ten (10) Years of Eligibility Service;
- (c) becomes an employee of an unrelated entity (“Buyer”) in a transaction that is either:
  - (i) the sale of all or part of the FES business unit, including the sale of any assets; or
  - (ii) a transfer of the assets in the FES business unit; and
- (d) was an active employee of the Buyer or subsequent buyer at the time of his death.

The Surviving Spouse Benefit shall be monthly income paid to and for the life of such Eligible Spouse, commencing on the first day of any month after the month in which occurs the 1999 FE Participant's death as the Eligible Spouse shall select (but in no event later than the month the 1999 FE Participant would have attained Normal Retirement Age had he survived or the first day of the month after the 1999 FE Participant's death if he had attained his Normal Retirement Age prior to his death). The amount of monthly income payable to the Eligible Spouse shall be equal to the Retirement Income to which the deceased 1999 FE Participant would have been entitled to if the first day of the month following the date of his death had been his Benefit Commencement Date and such Retirement Income had been paid in the form of the 100% Joint and Survivor Annuity Option. The amount of monthly income payable to the Eligible Spouse shall be further reduced for commencement prior to the date the 1999 FE Participant would have attained his Normal Retirement Date in accordance with the early retirement factors set forth in Table 2 hereto. However, in no event will the reduction under this Section exceed the maximum reduction under Table 2 hereto. The birth dates of the 1999 FE Participant and his Eligible Spouse shall be used for the purpose of the calculations to be made in accordance with this paragraph.

B9.2 Death of a Married 1999 FE Participant Before His Benefit Commencement Date. If a married 1999 FE Participant terminates employment prior to his Retirement Date when he has completed at least five (5) Years of Eligibility Service, and thereafter dies before his Benefit Commencement Date, there shall be paid to and for the life of his Eligible Spouse, a monthly income paid as if the 1999 FE Participant had elected the 100% Joint and Survivor Annuity Option under Section B8.3(b) hereof, with his Eligible Spouse as his designated Joint Annuitant. At the election of the Eligible Spouse, payment may be started as

early as the first day of the month following the month in which the 1999 FE Participant would have reached Age fifty-five (55), but not later than the 1999 FE Participant's Normal Retirement Date or the month after the 1999 FE Participant's death if he had attained his Normal Retirement Date prior to his death. The amount of monthly income payable to his Eligible Spouse shall be further reduced for commencement prior to the date the 1999 FE Participant would have attained his Normal Retirement Date in accordance with the early retirement factors set forth in Table 1 hereto. The birth dates of the 1999 FE Participant and his Eligible Spouse shall be used for the purpose of the calculations to be made in accordance with this paragraph.

**B9.3 Qualified Pre-Retirement Survivor Annuity - 5-10 Years of Eligibility Service.**

- (a) If an unmarried 1999 FE Participant dies, there shall be paid to and for the life of his Beneficiary, commencing on the first day of any month after the month in which the 1999 FE Participant's death occurs as the Beneficiary shall select (but subject to subparagraph (e) below), a Qualified Pre-Retirement Survivor Annuity under this Section in the amount described in subparagraph (c) below (but payable to his Beneficiary) provided that the 1999 FE Participant:
  - (i) was an Eligible Employee of a Participating Employer at the time of his death;
  - (ii) had completed at least five (5) but fewer than ten (10) Years of Eligibility Service at the time of his death; and
  - (iii) dies prior to his Benefit Commencement Date.

Except as provided in subparagraph (b) below, if such 1999 FE Participant dies when he is not an Eligible Employee of a Participating Employer, no benefit shall be payable to his Beneficiary.

- (b) If an unmarried 1999 FE Participant dies, there shall be paid to and for the life of his Beneficiary, commencing on the first day of any month after the month in which the 1999 FE Participant's death occurs as the Beneficiary shall select (but subject to subparagraph (e) below), a Qualified Pre-Retirement Survivor Annuity under this Section in the amount described

in subparagraph (c) below (but payable to his Beneficiary) provided that the 1999 FE Participant:

- (i) was employed by FirstEnergy Solutions Corp. (“FES”) or any other business unit of a Participating Employer that has emerged from bankruptcy as part of the FES emergence from bankruptcy (“FES business unit”);
  - (ii) at the time of emergence, had completed at least five (5) but fewer than ten (10) Years of Eligibility Service;
  - (iii) becomes an employee of an unrelated entity (“Buyer”) in a transaction that is either:
    - (A) the sale of all or part of the FES business unit, including the sale of any assets; or
    - (B) a transfer of the assets in the FES business unit; and
  - (iv) was an active employee of the Buyer or a subsequent buyer at the time of his death.
- (c) Subject to the provisions of Section B9.7 hereof, the amount of monthly income payable to such 1999 FE Participant’s Beneficiary during his life under this Section as a Qualified Pre-Retirement Survivor Annuity shall be equal to the monthly Vested Pension accrued to the 1999 FE Participant on his date of death or termination of employment, if earlier, and paid as if the 1999 FE Participant had elected the 100% Joint and Survivor Annuity Option. Such amount shall be further reduced by:
- (i) the early retirement factors set forth in Table 1 hereto if the Benefit Commencement Date is at or after the time the 1999 FE Participant attained or would have attained age fifty-five (55), or
  - (ii) by the actuarial factors set forth in subsections (a)(i) and (b)(i) of Section A2.2 if the Benefit Commencement Date is prior to the time the 1999 FE Participant would have attained age fifty-five (55).
- (d) The birth dates of the 1999 FE Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with subparagraph (c) above.
- (e) For purposes of this Section, the Qualified Pre-Retirement Survivor Annuity shall commence on the first day of any month between the month after the month in which occurs the 1999 FE Participant’s death and December 31 of the year following the year in which occurs the 1999 FE

Participant's death, as the Beneficiary selects, provided that if the 1999 FE Participant had attained his Normal Retirement Date prior to his death, payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the 1999 FE Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the 1999 FE Participant's death or the end of the year in which the 1999 FE Participant dies, if he was past Normal Retirement Date at the time of death.

B9.4 Qualified Pre-Retirement Survivor Annuity - 10 or More Years of Eligibility Service.

- (a) If an unmarried 1999 FE Participant dies, there shall be paid to and for the life of his Beneficiary, commencing, subject to subparagraph (e) below, on the first day of any month after the month in which the 1999 FE Participant's death occurs as the Beneficiary shall select, a Qualified Pre-Retirement Survivor Annuity under this Section in the amount described in subparagraph (c) below (but payable to his Beneficiary) provided that the 1999 FE Participant:
- (i) was an Eligible Employee of a Participating Employer (which for purposes of this Section B9.4 shall include a disabled 1999 FE Participant who is being credited with Hours of Service under Section B7.1(d) hereof or a retired 1999 FE Participant eligible for Retirement Income as described in Section B5.1, B5.2 or B5.3 hereof) at the time of his death;
  - (ii) had completed at least ten (10) Years of Eligibility Service at the time of his death; and
  - (iii) dies prior to his Benefit Commencement Date.

Except as provided in subsection (a)(i) or subparagraph (b) below, if such 1999 FE Participant dies when he is not an Eligible Employee of a Participating Employer, no benefit shall be payable to his Beneficiary.

- (b) If an unmarried 1999 FE Participant dies, there shall be paid to and for the life of his Beneficiary, commencing, subject to subparagraph (e) below, on the first day of any month after the month in which the 1999 FE Participant's death occurs as the Beneficiary shall select, a Qualified Pre-Retirement Survivor Annuity under this Section in the amount described in subparagraph (c) below (but payable to his Beneficiary) provided that the 1999 FE Participant:



- (i) was employed by FirstEnergy Solutions Corp. (“FES”) or any other business unit of a Participating Employer that has emerged from bankruptcy as part of the FES emergence from bankruptcy (“FES business unit”);
  - (ii) at the time of emergence, the 1999 FE Participant had completed at least ten (10) Years of Eligibility Service;
  - (iii) becomes an employee of an unrelated entity (“Buyer”) in a transaction that is either:
    - (A) the sale of all or part of the FES business unit, including the sale of any assets; or
    - (B) a transfer of the assets in the FES business unit; and
  - (iv) was an active employee of the Buyer or subsequent buyer at the time of his death.
- (c) Subject to the provisions of Section B9.7 hereof, the amount of monthly income payable to such 1999 FE Participant’s Beneficiary during his life under this Section as a Qualified Pre-Retirement Survivor Annuity shall be equal to the monthly Vested Pension accrued to the 1999 FE Participant on his date of death or termination of employment, if earlier, and paid as if the 1999 FE Participant had elected the 100% Joint and Survivor Annuity Option. Such amount shall be further reduced by the early retirement factors set forth in Table 2 hereto. However, in no event will the reduction under this Section exceed the maximum reduction under Table 2 hereof.
- (d) The birth dates of the 1999 FE Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with subparagraph (c) above.
- (e) For purposes of this Section, the Qualified Pre-Retirement Survivor Annuity shall commence on the first day of any month between the month after the month in which occurs the 1999 FE Participant’s death and December 31 of the year following the year in which occurs the 1999 FE Participant’s death, as the Beneficiary selects, provided that if the 1999 FE Participant had attained his Normal Retirement Date prior to his death, payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the 1999 FE Participant’s death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the 1999 FE Participant’s death or the end of the year

in which the 1999 FE Participant dies, if he was past Normal Retirement Date at the time of death.

B9.5 Beneficiary. For purposes of Sections B9.3 and B9.4 hereof, “Beneficiary” means only one (1) individual designated by the 1999 FE Participant to receive the benefit payable under Section B9.3 or B9.4 hereof upon his death. The Beneficiary may not include an entity, such as a trust, an estate or any organization, including but not limited to any charitable organization. A Beneficiary designation may be changed or revoked by an unmarried 1999 FE Participant at any time without the consent of any Beneficiary. A designation, change or revocation of Beneficiary shall be made in the form and manner prescribed by the Administrator and shall become effective when filed with the Administrator; provided, however, such designation, change or revocation of Beneficiary shall not be valid unless the form has been filed with the Administrator prior to the time of the 1999 FE Participant’s death. If no Beneficiary is designated, no benefit shall be payable under Section B9.3 or B9.4 hereof upon the death of such 1999 FE Participant.

B9.6 Eligible Spouse. For purposes of Sections B9.1 and B9.2, hereof, “Eligible Spouse” means the spouse to whom the deceased 1999 FE Participant was married on the date of such 1999 FE Participant’s death or a former spouse who is designated as an Eligible Spouse under the terms of a Qualified Domestic Relations Order.

B9.7 Incidental Death Benefit Requirements. Notwithstanding any contrary provision in this Article, payment of death benefits under this Article must conform to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations. In the event the Beneficiary of a 1999 FE Participant is a person who is not his spouse and such person’s death benefit under Section B9.3 or B9.4 hereof cannot be determined by using the 100% Joint and Survivor Annuity Option since such Option fails to satisfy the requirements of

the preceding sentence, the applicable death benefit shall instead be determined as if the 1999 FE Participant had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted under said Treasury Regulations.

**TABLE 1**

**TO**

**PART B**

**EARLY RETIREMENT FACTORS - VESTED TERMINATIONS**

**Simplified Unisex Factors**

Current Age	MONTHS											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
55	42%	42.25	42.50	42.75	43.00	43.25	43.50	43.75	44.00	44.25	44.50	44.75
56	45	45.33	45.67	46.00	46.33	46.67	47.00	47.33	47.67	48.00	48.33	48.67
57	49	49.33	49.67	50.00	50.33	50.67	51.00	51.33	51.67	52.00	52.33	52.67
58	53	53.42	53.83	54.25	54.67	55.08	55.50	55.92	56.33	56.75	57.17	57.58
59	58	58.42	58.83	59.25	59.67	60.08	60.50	60.92	61.33	61.75	62.17	62.58
60	63	63.50	64.00	64.50	65.00	65.50	66.00	66.50	67.00	67.50	68.00	68.50
61	69	69.50	70.00	70.50	71.00	71.50	72.00	72.50	73.00	73.50	74.00	74.50
62	75	75.58	76.17	76.75	77.33	77.92	78.50	79.08	79.67	80.25	80.83	81.42
63	82	82.75	83.50	84.25	85.00	85.75	86.50	87.25	88.00	88.75	89.50	90.25
64	91	91.75	92.50	93.25	94.00	94.75	95.50	96.25	97.00	97.75	98.50	99.25
65	100%											

**TABLE 2**

**TO**

**PART B**

**EARLY RETIREMENT FACTORS - EARLY RETIREMENT**

**Simplified Unisex Factors**

Current Age	MONTHS											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
55	70%	70.41	70.83	71.25	71.66	72.08	72.50	72.92	73.33	73.75	74.17	74.58
56	75	75.41	75.83	76.25	76.66	77.08	77.50	77.92	78.33	78.75	79.17	79.58
57	80	80.34	80.67	81.00	81.34	81.67	82.00	82.34	82.67	83.00	83.33	83.67
58	84	84.34	84.67	85.00	85.34	85.67	86.00	86.34	86.67	87.00	87.33	87.67
59	88	88.34	88.67	89.00	89.34	89.67	90.00	90.34	90.67	91.00	91.33	91.67
60	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
61	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
62	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
63	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
64	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
65	100%											