

SUPPLEMENT B

SUPPLEMENT TO
1999 FIRSTENERGY CORP. PENSION PLAN
RELATING TO
PRIOR CENTERIOR PLANS

This Supplement hereby sets forth certain provisions of the 1999 FirstEnergy Corp. Pension Plan (the “1999 FirstEnergy Constituent Plan”) which shall apply solely to the Covered Employees (as hereinafter defined) or to a specified group of such Covered Employees.

ARTICLE SB-1

SUPPLEMENT DEFINITIONS

Unless the context otherwise indicates, the following terms used herein shall have the following meanings whenever used in this Supplement (including in specific Sections of the 1999 FirstEnergy Constituent Plan which are modified by this Supplement) and, to the extent that an identical term is defined in the 1999 FirstEnergy Constituent Plan or the Plan, the term as defined in this Supplement shall supersede the term as defined in the 1999 FirstEnergy Constituent Plan or the Plan with respect to any Covered Employee:

SB1.1 Accumulated Contributions. The words “Accumulated Contributions” shall mean for a Covered Employee the unwithdrawn balance of the amount, if any, contributed by such Covered Employee under the Pre-1988 TE Plan, plus interest thereon at the rate of one percent (1%) per year before July 1, 1966, three percent (3%) per year from and after July 1, 1966 through December 31, 1975, five percent (5%) per year from and after January 1, 1976 through December 31, 1987 and for each Plan Year beginning thereafter, one hundred twenty

percent (120%) of the Federal Mid-Term Rate in effect in the first month of the year. Interest shall be compounded annually from the first day of the year next following the year in which such contributions were made to the earliest of the following dates:

- (a) the first day of the first calendar month that begins on or after the Covered Employee's withdrawal of all of his Accumulated Contributions becomes effective under Section SB6.2 hereof;
- (b) the Covered Employee's Benefit Commencement Date;
- (c) the date of the Covered Employee's death;
- (d) the date the Covered Employee's Accumulated Contributions are distributed from the 1999 FirstEnergy Constituent Plan.

SB1.2 Applicable Prudential Rate. The words "Applicable Prudential Rate" shall mean the average of the factors used to calculate a lump sum amount of an annuity benefit determined based on the Applicable Rate for the calendar month in which the Covered Employee's Benefit Commencement Date occurs and the eleven (11) calendar months immediately preceding such calendar month. If the Applicable Rate for a month is in a range from .5% to 10.0%, factors for that month will be determined in accordance with Table B-II of this Supplement.

SB1.3 Applicable Rate. The words "Applicable Rate" shall mean for a month .125% plus the Average Rate, rounded up to the next higher .125%.

SB1.4 Average Offset Earnings. The words "Average Offset Earnings" shall mean for a Covered Employee for any calendar year the lesser of:

- (a) his Covered Compensation; or
- (b) his Three Year Average Earnings.

SB1.5 Average Rate. The words "Average Rate" shall mean for a month the average of the daily interest rates on 10-year treasury securities for the prior month, which is the

average for such prior month of yields on actively traded issues adjusted to constant maturities, as published by the Federal Reserve Board.

SB1.6 Covered Employee. The words “Covered Employee” shall mean any 1999 FE Participant, other than a Bargaining Unit Employee, who was a participant in one or more of the Prior Centerior Plans prior to January 1, 1999; provided, however, that Transferred Participants (described in Section A12.1 hereof) shall not be Covered Employees under this Supplement B but shall instead be subject to the rules set forth in Article A12 hereof.

SB1.7 Disability Status. The words “Disability Status” shall mean for a Covered Employee any period during which he is eligible to receive sick pay or salary continuation payments under a short term or long term disability plan of a Participating Employer or an Affiliate or workers’ compensation benefits for temporary total disability (or during any period in which he would be eligible, on the basis of his disability, to receive such payments or benefits but has received the maximum disability benefit to which he is entitled or his sick pay, salary continuation payments or workers’ compensation benefits have been offset by other pay or benefits).

SB1.8 Earnings Credit Date. The words “Earnings Credit Date” shall mean for a Covered Employee his Effective Employment Date; provided, however, that such date may not be earlier than January 1, 1969 with respect to a Covered Employee who was classified as a Centerior-CEI Participant under the Prior Centerior Plans or January 1, 1974 with respect to a Covered Employee who was classified as a Centerior-TE Participant under the Prior Centerior Plans.

SB1.9 Effective Employment Date. The words “Effective Employment Date” shall mean for a Covered Employee the earliest date included in his Years of Eligibility Service.

SB1.10 Final Average Earnings. The words “Final Average Earnings” shall mean for a Covered Employee one-fourth (1/4th) of his Straight-Time Earnings for the period of forty-eight (48) consecutive months of employment with one or more Participating Employers during the last one hundred twenty (120) months of such employment beginning on or after his Earnings Credit Date for which his Straight-Time Earnings are the highest, subject to the following:

- (a) If the Covered Employee shall have been on a leave from active employment due to Military Service, he shall be deemed to have received Straight-Time Earnings during such leave at his straight time rate of pay in effect on the date on which such leave commenced. Notwithstanding anything in this Part B to the contrary, effective January 1, 2009, such amount may not be less than any “differential wage payments” (as described in Section 3401(h)(2) of the Code) paid with respect to the Military Service.
- (b) If the Covered Employee’s active employment has been interrupted by:
 - (i) a leave of absence or layoff (other than for a period of Disability Status) and the Covered Employee returns to active employment without incurring a termination of employment; or
 - (ii) a termination of employment followed by a return to active employment and a reinstatement of the Years of Benefit Service with which he was credited at the time his employment terminated;

then in either case, the last full calendar month of his active employment preceding the start of the leave of absence, layoff or termination of employment and the first full calendar month of his active employment thereafter shall be treated as consecutive months under this Section.

- (c) If fewer than forty-eight (48) consecutive months of employment shall have occurred during the period beginning on the Covered Employee’s Earnings Credit Date, his Final Average Earnings shall be calculated by dividing his Straight-Time Earnings for the entire period of his employment beginning on his Earnings Credit Date by the number of full and fractional years in such period (to the nearest 1/12th year) ; provided, however, effective January 1, 2014, months during which he has no Straight-Time Earnings shall not be included in determining Final Average Earnings.

SB1.11 Original TE Plan. The words “Original TE Plan” shall mean the Retirement Plan for Employees of The Toledo Edison Company, as amended, which plan was adopted effective January 1, 1949 and was in effect from said date through June 30, 1966.

SB1.12 Post-1997 Retirement Income. The words “Post-1997 Retirement Income” shall mean for each Covered Employee who elects to receive his Pre-1998 Accrued Retirement Income under the Lump Sum Option pursuant to Section B8.3(e) of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB4.1 hereof) an amount equal to (a) minus (b), where:

- (a) equals such Covered Employee’s total accrued Retirement Income adjusted for early commencement, if applicable, in accordance with either Section B6.3 of the 1999 FirstEnergy Constituent Plan or Section B6.5(a) of the 1999 FirstEnergy Constituent Plan, as appropriate; and
- (b) equals such Covered Employee’s Pre-1998 Accrued Retirement Income adjusted for early commencement, if applicable, in accordance with either the factors specified in the third paragraph of Section B6.3 of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB3.3 hereof), Section B6.5(b) of the 1999 FirstEnergy Constituent Plan or Section B6.5(c) of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB5.1 hereof), as appropriate; provided, however, that no early commencement reduction shall be made with respect to a Covered Employee described in the second paragraph of Section B6.3 of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB3.2 hereof).

SB1.13 Pre-1988 TE Plan. The words “Pre-1988 TE Plan” shall mean The Toledo Edison Company Retirement Income Plan, as in effect and amended from time to time prior to January 1, 1988.

SB1.14 Pre-1998 Accrued Retirement Income. The words “Pre-1998 Accrued Retirement Income” shall mean for a Covered Employee his monthly accrued benefit as calculated under the Prior Centerior Plans as of December 31, 1997.

SB1.15 Pre-1999 Accrued Retirement Income. The words “Pre-1999 Accrued Retirement Income” shall mean for a Covered Employee his monthly accrued benefit as calculated under the 1993 Centerior Plan as of December 31, 1998.

SB1.16 Qualified TE Participant. The words “Qualified TE Participant” shall mean a person who:

- (a) was classified as a Centerior-TE Participant under the Prior Centerior Plans;
- (b) was a Part D Participant under the Prior Centerior Plan on January 1, 1988; and
- (c) was entitled to have a Pre-1988 Accrued Benefit under the 1993 Centerior Plan taken into account under Section 3D.5(b) of the 1993 Centerior Plan based on Recognized Service or Credited Service under the 1993 Centerior Plan for the same periods prior to 1974 as are taken into account under Section B6.1(a) of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB3.1 hereof).

SB1.17 Section 401(a)(17) Employee. The words “Section 401(a)(17) Employee” shall mean a Covered Employee who was a participant in the Prior Centerior Plans prior to January 1, 1994 and whose accrued Retirement Income as of a date on or after January 1, 1994 is based on annual compensation for a year beginning prior to January 1, 1994 in excess of one hundred fifty thousand dollars (\$150,000). The Compensation Limit for Plan Years which begin on or after January 1, 1994 shall not apply in determining the frozen benefit of such a Covered Employee pursuant to Section B6.4(a) of the 1999 FirstEnergy Constituent Plan (as set forth in Section SB3.4 hereof).

SB1.18 Straight-Time Earnings. The words “Straight-Time Earnings” shall mean for a Covered Employee his Earnings less:

- (a) higher classification pay;

- (b) overtime pay at the regular hourly rate (but shall be excluded only to the extent paid for hours in excess of the Covered Employee's normal pay period hours);
- (c) overtime premium pay, shift premium and premium pay of any other type (including differential pay);
- (d) bonuses paid or bonuses earned and vested after December 31, 2004, but deferred under any non-qualified plan, fees and contingent or incentive compensation; and
- (e) vacation pay for vacation that has not been taken prior to termination of his employment.

Straight-Time Earnings shall be subject to the Compensation Limit.

SB1.19 Three Year Average Earnings. The words "Three Year Average Earnings" shall mean for a Covered Employee one-third (1/3) of the total of his "FICA Earnings" for his most recently completed three (3) consecutive "full years of employment" beginning on or after his Effective Employment Date, subject to the following:

- (a) A "full year of employment" is a period of twelve (12) consecutive calendar months during all of which the Covered Employee is an Eligible Employee (except as provided in subparagraph (b) below and further provided that for periods of employment prior to January 1 1999, "Eligible Employee" shall have the meaning of "Employee" as set forth in Section 2A.30 of the 1993 Centerior Plan). A Covered Employee's final year of employment shall be counted as a "full year of employment" if the Covered Employee's employment does not terminate until the last day of the year.
- (b) If the Covered Employee's active employment has been interrupted by:
 - (i) a leave of absence or layoff (other than for a period of Disability Status) and the Covered Employee returns to active employment without incurring a termination of employment; or
 - (ii) a termination of employment followed by a return to active employment and a reinstatement of the Years of Benefit Service with which he was credited at the time his employment terminated;

then in either case, the last full calendar month of his active employment preceding the start of the leave of absence, layoff or termination of

employment and the first full calendar month of his active employment thereafter shall be treated as consecutive months under this Section.

- (c) Notwithstanding the foregoing, if a Covered Employee does not have three (3) consecutive full years of employment during the period beginning on his Effective Employment Date, the amount determined under this Section shall be calculated by dividing his “FICA Earnings” for the entire period of his employment beginning on his Effective Employment Date by the number of full and fractional years in such period (to the nearest 1/12th year).
- (d) A Covered Employee’s “FICA Earnings” for each full year of employment taken into account hereunder (or for any portion of a year taken into account under subparagraph (b) above) are his Straight-Time Earnings for such year excluding any amount in excess of the Taxable Wage Base in effect at the start of such year. The “Taxable Wage Base” for any year is the contribution and benefit base in effect as of the beginning of the year under Section 230 of the federal Social Security Act.

ARTICLE SB-2

PAST SERVICE

SB2.1 Years of Past Benefit Service. The words “Years of Past Benefit Service”

shall mean the following for a Covered Employee:

- (a) solely with respect to calculating Years of Eligibility Service under the 1999 FirstEnergy Constituent Plan for periods prior to January 1, 1999, the sum of each year and fractional year of “Credited Eligibility Service” credited to him as of December 31, 1998, computed for such purposes under the terms of the Prior Centerior Plan in effect on the earlier of his termination of employment or December 31, 1998; and
- (b) in all other situations, the sum of each year and fractional year of “Credited Benefit Service” credited to him as of December 31, 1998, computed for such purposes under the terms of the Prior Centerior Plan in effect on the earlier of his termination of employment or December 31, 1998.

Prior to January 1, 2007, “Years of Past Benefit Service” were referred to as “Years of Credited Past Service.”

ARTICLE SB-3

RETIREMENT INCOME OR VESTED PENSION

SB3.1 Section B6.1 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Employee who was in Part D Covered Employment under the 1993 Centerior Plan on December 31, 1998:

“B6.1 Normal Retirement Income. Subject to the applicable provisions of Article B8 hereof, the amount of monthly Retirement Income, payable to a 1999 FE Participant commencing on his Normal Retirement Date, shall be the greatest of the amount determined under (a), (b) or (c) 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. If he is also a Qualified TE Participant, the monthly amount of his Career Earnings Benefit shall be increased by an amount calculated under the terms of paragraphs (a), (b), (c), (g) and (h) of Section 4B.1 (but only with respect to periods prior to January 1, 1974) of the 1993 Centerior Plan as constituted as of December 31, 1998, as if he were also a Part B Participant under such 1993 Centerior Plan, based on the Recognized Service (to the extent applicable), Credited Service (to the extent applicable) and Basic Earnings (to the extent applicable) under such 1993 Centerior Plan for periods prior to 1974 to which he would be entitled under said Part B if he were a Part B Participant under such 1993 Centerior Plan, but any such amount determined for periods prior to July 1, 1973 or determined under Section 4B.1(h) of such 1993 Centerior Plan shall be disregarded if he shall have withdrawn his Accumulated Contributions from the 1993 Centerior Plan or the Prior Centerior Plans on or before December 31, 1988 (unless (1) such withdrawn amounts have been repaid, with interest, or, prior to January 1, 1988, in accordance with the of the Pre-1988 Plan, as defined in the 1993 Centerior Plan, and (2) such repaid amounts have not subsequently been withdrawn and not repaid).

- (b) [Provisions as they appear in Section B6.1(b) of the 1999 FirstEnergy Constituent Plan.]

- (c) Final Average Earnings Benefit Formula. An amount equal to one-twelfth (1/12th) of the sum of:
- (i) 2.1% of the 1999 FE Participant's Final Average Earnings reduced by .5% of his Average Offset Earnings multiplied by his Years of Benefit Service (but not in excess of 20 such Years); plus
 - (ii) if the 1999 FE Participant has more than 20 Years of Credited Service, 1.2% of his Final Average Earnings reduced by .5% of his Average Offset Earnings multiplied by his Years of Benefit Service in excess of 20 such Years (but not in excess of 30 such Years); plus
 - (iii) if the 1999 FE Participant has more than 30 Years of Benefit Service, .5% of his Final Average Earnings reduced by .25% of his Average Offset Earnings multiplied by his Years of Benefit Service in excess of 30 such Years (but not in excess of 40 such Years)."

SB3.2 Section B6.3 of the 1999 FirstEnergy Constituent Plan shall be modified by the addition of the following new second paragraph immediately following the first paragraph of said Section B6.3 with respect to each Covered Employee who was in Part D Covered Employment under the 1993 Centerior Plan on December 31, 1998:

"Notwithstanding the foregoing paragraph and except as otherwise provided in Section A11.5 or A11.33 hereof, 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:

- (a) on an Early Retirement Date after Age fifty eight (58);
- (b) at a time when he has at least thirty five (35) Years of Benefit Service; and
- (c) at a time when the Career Earnings Benefit Formula produces the highest Retirement Income for him;

shall receive his Pre-1999 Accrued Retirement Income pursuant to a periodic form of payment described in Section B8.1 or B8.3 hereof without any reduction for early

commencement under this Section. Any additional Retirement Income payable in accordance with this Section shall be reduced as provided in the preceding paragraph. All Retirement Income payable in accordance with this Section shall commence on the same Benefit Commencement Date.”

SB3.3 Section B6.3 of the 1999 FirstEnergy Constituent Plan shall be further modified by the addition of the following new third paragraph at the end of said Section B6.3 with respect to each Covered Employee:

“Notwithstanding the first paragraph of this Section and except as otherwise provided in Section B2.2 hereof (as set forth in Section SB4.2) hereof), any Pre-1998 Accrued Retirement Income payable in accordance with this Section in the form of the Lump Sum Option (described in Section B8.3(e) hereof, as set forth in Section SB4.1 hereof) shall be determined by multiplying the monthly amount of such Pre-1998 Accrued Retirement Income by the applicable factor determined (with appropriate straight-line interpolation) with respect to the Age of the 1999 FE Participant at his Benefit Commencement Date under the following table:

<u>Age at Benefit Commencement Date</u>	<u>Factors</u>
64	100%
63	100%
62	100%
61	95%
60	89%
59	83%
58	77%
57	70%
56	63%
55	56%

The present value (lump sum value) of such Pre-1998 Accrued Retirement Income shall be determined in accordance with the second paragraph of Section B2.2 hereof (as set forth in Section SB4.2 hereof).”

SB3.4 Section B6.4 of the 1999 FirstEnergy Constituent Plan shall be modified by the addition of the following new paragraphs at the end of said Section B6.4 with respect to each Covered Employee:

“Accrued Retirement Income computed in accordance with Section B6.1 hereof with respect to a 1999 FE Participant shall not be less than his Accrued Benefit calculated under the Prior Centerior Plan prior to January 1, 1999 and determined as of the earlier to occur of the date he terminated employment or December 31, 1998.

In addition, Retirement Income computed in accordance with this Article with respect to a 1999 FE Participant as of his Normal Retirement Date shall not be less than his Minimum Normal Retirement Benefit, if any, calculated prior to January 1, 1999 under Section 3D.6 of the 1993 Centerior Plan (or a similar predecessor section of one of the Prior Centerior Plans).

Finally, accrued Retirement Income computed in accordance with Section B6.1 hereof with respect to a Section 401(a)(17) Employee shall not be less than the sum of:

- (a) his accrued Retirement Income computed as of December 31, 1993 under the Prior Centerior Plan, frozen in accordance with Treasury Regulation Section 1.401(a)(4)-13 (for purposes of computing such frozen benefit, the annual compensation of the Section 401(a)(17) Employee which is taken into account shall not exceed \$235,840); and
- (b) his accrued Retirement Income determined under the applicable benefit formula for Plan Years beginning on or after January 1, 1994, as applied to his Years of Benefit Service for Plan Years beginning on or after January 1, 1994.”

ARTICLE SB-4

FORMS OF PAYMENT

SB4.1 Section B8.3 of the 1999 FirstEnergy Constituent Plan shall be modified by the addition of the following new subparagraph (e) at the end of said Section B8.3 with respect to each Covered Employee:

- “(e) Lump Sum Option. A 1999 FE Participant may elect to receive a single lump sum payment of his Pre-1998 Accrued Retirement Income, adjusted for early commencement, if applicable, in accordance with either the factors specified in the third paragraph of Section B6.3 hereof (as set forth in Section SB3.3 hereof) or Section B6.5(c) hereof (as set forth in Section SB5.1 hereof) and determined in accordance with the second paragraph of Section B2.2 hereof (as set forth in Section SB4.2 hereof).

A 1999 FE Participant’s Post-1997 Retirement Income shall be paid in accordance with one of the other optional forms of payment set forth in Section B8.3(a), (b), (c) or (d) unless:

- (i) his Post-1997 Retirement Income has a present value of Five Thousand Dollars (\$5,000) or less (as determined in accordance with the third paragraph of Section B2.2 hereof, as set forth in Section SB4.2 of Supplement B); and
- (ii) he elects to receive his Post-1997 Retirement Income under the Lump Sum Option.

In the event a 1999 FE Participant elects to receive payment of his Pre-1998 Accrued Retirement Income under the Lump Sum Option, such payment under the Lump Sum Option and his Post-1997 Retirement Income must commence or be paid as of the same Benefit Commencement Date.

In addition, in the event a 1999 FE Participant elects to receive payment of his Pre-1998 Accrued Retirement Income under the Lump Sum Option and dies prior to both the actual payment under the Lump Sum Option and the Benefit Commencement Date of his Post-1997 Retirement Income, such payment under the Lump Sum Option will be cancelled and will not be paid. However, in the event a 1999 FE Participant elects to receive payment of his Pre-1998 Accrued Retirement Income under the Lump Sum Option and dies prior to the actual payment under the Lump Sum Option but after the Benefit Commencement Date of his Post-1997

Retirement Income, such payment under the Lump Sum Option will be paid to his estate.”

SB4.2 Section B2.2 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Employee:

“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 and this Section, determinations of actuarial equivalence required by the provisions of the 1999 FirstEnergy Constituent Plan shall be made in accordance with Section A2.2 hereof.

The present value of any payment of a 1999 FE Participant’s Pre-1998 Accrued Retirement Income (adjusted as provided in either the third paragraph of Section B6.3 hereof, as set forth in Section SB3.3 of Supplement B, or Section B6.5(c) hereof, as set forth in Section SB5.1 of Supplement B) under the Lump Sum Option shall be determined by applying the Applicable Prudential Rate to the annual amount of such benefit that would be payable on his Benefit Commencement Date on a Single Life Annuity Option basis. Notwithstanding the foregoing, the present value of any payment of a 1999 FE Participant’s Pre-1998 Accrued Retirement Income under the Lump Sum Option shall not be less than the greater of:

- (a) an amount determined by calculating the present value of any payment of a 1999 FE Participant’s Pre-1998 Accrued Retirement Income (adjusted for early payment as described above) by using the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof; or
- (b) an amount determined by calculating the present value of any payment of the 1999 FE Participant’s Pre-1998 Accrued Retirement Income (payable at his Normal Retirement Date) by using the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof.

The present value of the 1999 FE Participant's Post-1997 Retirement Income which may be paid under the Lump Sum Option pursuant to Section B8.3(e) hereof (as set forth in Section SB4.1 of Supplement B) shall be determined by calculating the single sum necessary to provide such Post-1997 Retirement Income on the 1999 FE Participant's Benefit Commencement Date by using the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof."

ARTICLE SB-5

ELIGIBILITY FOR VESTED PENSION BENEFITS

SB5.1 Section B6.5 of the 1999 FirstEnergy Constituent Plan shall be modified by the addition of the following new subparagraph (c) at the end of said Section B6.5 with respect to each Covered Employee:

- “(c) Notwithstanding the foregoing subparagraphs and except as otherwise provided in Section B2.2 hereof (as set forth in Section SB4.2) hereof, any Pre-1998 Accrued Retirement Income payable in accordance with this Section in the form of the Lump Sum Option (described in Section B8.3(e) hereof, as set forth in Section SB4.1 of Supplement B) shall be determined by multiplying the monthly amount of such Pre-1998 Accrued Retirement Income by either (i) or (ii) below:
- (i) if such 1999 FE Participant has elected to receive his benefit in accordance with subparagraph (a) above, the applicable factor determined with respect to the Age of the 1999 FE Participant at his Benefit Commencement Date under Table B-I of Supplement B; or
 - (ii) if such Participant has elected to receive his benefit in accordance with subparagraph (b) above, the applicable factor determined (with appropriate straight-line interpolation) with respect to the Age of the 1999 FE Participant at his Benefit Commencement Date under the table set forth in the third paragraph of Section B6.3 hereof (as set forth in Section SB3.3 of Supplement B).

The present value (lump sum value) of such Pre-1998 Accrued Retirement Income shall be determined in accordance with the second paragraph of Section B2.2 hereof (as set forth in Section SB4.2 of Supplement B).”

ARTICLE SB-6

ACCUMULATED CONTRIBUTIONS UNDER PRE-1988 TE PLAN

SB6.1 Accumulated Contributions of Former Centerior-TE Participants. Each Covered Employee who was previously classified as a Centerior-TE Participant under the 1993 Centerior Plan and who shall at any time have contributed under the Pre-1988 TE Plan shall at all times have a fully vested and non-forfeitable interest in his undistributed Accumulated Contributions.

SB6.2 Withdrawal of Accumulated Contributions. A Covered Employee who has attained the Age of forty (40) may withdraw all of his Accumulated Contributions from the 1999 FirstEnergy Constituent Plan (1) prior to the termination of his employment, or (2) after the termination of his employment but prior to his Benefit Commencement Date, subject to all of the following conditions:

- (a) Any withdrawal shall be effective one hundred twenty (120) days after a request for withdrawal is received in writing by the Administrator.
- (b) A married Covered Employee may make a withdrawal only if his spouse has waived the right to receive the Automatic Joint and Surviving Spouse Annuity Option under Section B8.1 of the 1999 FirstEnergy Constituent Plan with respect to the Accumulated Contributions. The spouse’s waiver shall be in accordance with the terms of Section B8.2 of the 1999 FirstEnergy Constituent Plan.
- (c) Accumulated Contributions which have not been withdrawn prior to a Covered Employee’s Benefit Commencement Date shall automatically be distributed to him in a lump sum amount within not more than sixty (60) days following his Benefit Commencement Date; except if he has not consented in writing to the lump sum payment or his spouse (if any) has not waived the right to the Automatic Joint and Surviving Spouse Annuity Option under Section B8.1 of the 1999 FirstEnergy Constituent Plan in

accordance with Section B8.2 of the 1999 FirstEnergy Constituent Plan, his accrued Retirement Income attributable to his Accumulated Contributions (determined as provided in Section B6.4 hereof) shall instead be paid beginning as of his Benefit Commencement Date, under the Single Life Annuity Option or, if he has a living spouse on his Benefit Commencement Date, as an actuarially equivalent Automatic Joint and Surviving Spouse Annuity Option. Actuarial equivalency shall be determined as provided in Section B8.1(b) hereof. Any consent or waiver by the Covered Employee or his spouse must be made in writing signed and filed with the Administrator within the election period referred to in Section B8.2 of the 1999 FirstEnergy Constituent Plan.

SB6.3 Return of Accumulated Contributions to Beneficiary. Notwithstanding any other provision of the 1999 FirstEnergy Constituent Plan to the contrary, the total amount of benefits payable under the 1999 FirstEnergy Constituent Plan to a Covered Employee who has undistributed Accumulated Contributions and his Beneficiaries, exclusive of any Past Service annuity provided by the Original TE Plan, shall not, in the aggregate, equal less than the Covered Employee's undistributed Accumulated Contributions. If such a Covered Employee and all of his Beneficiaries shall die before they have been paid, in the aggregate, an amount at least equal to the Covered Employee's Accumulated Contributions, any remaining amount (equal to the undistributed Accumulated Contributions reduced by the aggregate payments made to the Covered Employee and his Beneficiaries) shall be paid to the Covered Employee's Contingent Beneficiary or Beneficiaries as provided in Section SB6.4 hereof.

SB6.4 Contingent Beneficiaries. The words "Contingent Beneficiaries" shall mean if Accumulated Contributions of a Covered Employee become payable under Section SB6.3 hereof, payment will be made to the person or persons in the first of the following classes of successive preference beneficiaries that includes a survivor of the Covered Employee. The deceased Covered Employee's:

- (a) Spouse at the time of his date of death.

- (b) Children and lineal descendants in equal shares, per stirpes.
- (c) Parents in equal shares.
- (d) Brothers and sisters in equal shares.
- (e) Executors or administrators.

TABLE B-I
TO
SUPPLEMENT B

EARLY RETIREMENT FACTORS FOR NRA = 65 - LIFE

-----MONTHS-----

AGE	0	1	2	3	4	5	6	7	8	9	10	11
45	0.16506	0.16616	0.16727	0.16837	0.16948	0.17058	0.17168	0.17279	0.17389	0.17500	0.17810	0.17721
46	0.17831	0.17952	0.18073	0.18194	0.18315	0.18435	0.18556	0.18677	0.18798	0.18918	0.19039	0.19160
47	0.19281	0.19413	0.19545	0.19678	0.19810	0.19942	0.20075	0.20207	0.20339	0.20471	0.20604	0.20736
48	0.20868	0.21013	0.21158	0.21304	0.21449	0.21594	0.21739	0.21884	0.22029	0.22174	0.22319	0.22464
49	0.22609	0.22769	0.22928	0.23087	0.23247	0.23406	0.23566	0.23725	0.23884	0.24044	0.24203	0.24362
50	0.24522	0.24697	0.24873	0.25048	0.25223	0.25399	0.25574	0.25749	0.25925	0.26100	0.26275	0.26451
51	0.26626	0.26820	0.27013	0.27206	0.27399	0.27593	0.27786	0.27979	0.28173	0.28368	0.28559	0.28753
52	0.28946	0.29159	0.29373	0.29588	0.29800	0.30013	0.30227	0.30440	0.30654	0.30867	0.31081	0.31294
53	0.31508	0.31744	0.31980	0.32216	0.32453	0.32689	0.32925	0.33161	0.33398	0.33634	0.33870	0.34106
54	0.34343	0.34605	0.34867	0.35128	0.35390	0.35652	0.35914	0.36176	0.36438	0.36700	0.36962	0.37224
55	0.37486	0.37777	0.38068	0.38360	0.38651	0.38942	0.39233	0.39524	0.39815	0.40108	0.40398	0.40689
56	0.40980	0.41304	0.41629	0.41953	0.42277	0.42602	0.42926	0.43250	0.43575	0.43899	0.44223	0.44548
57	0.44872	0.45235	0.45597	0.45959	0.46322	0.46684	0.47046	0.47409	0.47771	0.48133	0.48496	0.48858
58	0.49220	0.49626	0.50032	0.50438	0.50844	0.51250	0.51658	0.52062	0.52468	0.52874	0.53280	0.53685
59	0.54091	0.54548	0.55004	0.55480	0.55916	0.56372	0.56828	0.57284	0.57741	0.58197	0.58653	0.59109
60	0.59565	0.60079	0.60594	0.61108	0.61622	0.62136	0.62650	0.63165	0.63679	0.64193	0.64707	0.65221
61	0.65736	0.66317	0.66899	0.67480	0.68062	0.68644	0.69225	0.69807	0.70389	0.70970	0.71552	0.72133
62	0.72715	0.73375	0.74036	0.74696	0.75356	0.76016	0.76677	0.77337	0.77997	0.78657	0.79318	0.79978
63	0.80638	0.81390	0.82143	0.82895	0.83648	0.84400	0.85153	0.85905	0.86658	0.87410	0.88162	0.88915
64	0.89667	0.90528	0.91389	0.92250	0.93112	0.93973	0.94834	0.95695	0.96558	0.97417	0.98278	0.99139
65	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000

INTEREST - 6.5000%

MORTALITY - 1971 TPF&C FORECAST MORTALITY TABLE

Table B-II
Applicable Rate Table

Age/Rate	0.500	1.000	1.500	2.000	2.500	3.000	3.500	4.000	4.500	5.000	5.500	6.000	6.500	7.000	7.500	8.000	8.500	9.000	9.500	10.000
40	344.91	316.10	291.05	269.16	249.97	233.07	218.12	204.85	193.03	182.46	172.97	163.49	155.71	148.84	142.41	136.83	123.98	119.11	114.64	108.76
41	337.13	309.57	285.54	264.50	246.01	229.68	215.22	202.35	190.87	180.58	171.33	162.14	154.46	147.64	141.26	135.74	123.20	118.41	114.01	108.20
42	329.35	303.01	279.99	259.78	241.97	226.22	212.24	199.78	188.63	178.63	169.63	160.74	153.14	146.41	140.08	134.62	122.37	117.67	113.34	107.59
43	321.58	296.43	274.40	255.01	237.88	222.70	209.20	197.14	186.33	176.62	167.86	159.28	151.78	145.13	138.86	133.45	121.49	116.88	112.63	106.94
44	313.84	289.86	268.78	250.20	233.74	219.13	206.10	194.44	183.97	174.55	166.04	157.78	150.37	143.82	137.60	132.25	120.57	116.05	111.87	106.26
45	306.15	283.29	263.16	245.36	229.57	215.51	202.94	191.68	181.56	172.42	164.16	156.22	148.92	142.44	136.29	131.00	119.61	115.18	111.08	105.54
46	298.51	276.75	257.53	240.50	225.36	211.84	199.75	188.88	179.09	170.25	162.23	154.60	147.41	141.02	134.94	129.72	118.61	114.27	110.26	104.79
47	290.93	270.23	251.91	235.63	221.12	208.15	196.51	186.04	176.58	168.02	160.26	152.93	145.84	139.56	133.55	128.41	117.57	113.33	109.40	104.00
48	283.42	263.76	246.30	230.76	216.87	204.43	193.24	183.15	174.03	165.76	158.24	151.20	144.24	138.06	132.12	127.05	116.50	112.35	108.51	103.19
49	275.99	257.32	240.71	225.88	212.60	200.68	189.94	180.23	171.44	163.46	156.18	149.42	142.58	136.50	130.64	125.65	115.39	111.34	107.58	102.34
50	268.65	250.94	235.14	221.01	208.33	196.91	186.61	177.28	168.82	161.11	154.08	147.59	140.87	134.91	129.13	124.21	114.24	110.29	106.62	101.46
51	261.38	244.60	229.60	216.14	204.04	193.12	183.25	174.30	166.16	158.73	151.95	145.71	139.11	133.26	127.57	122.73	113.06	109.21	105.63	100.55
52	254.20	238.32	224.08	211.28	199.75	189.32	179.87	171.28	163.46	156.32	149.78	143.78	137.32	131.59	125.98	121.23	111.84	108.10	104.61	99.61
53	247.11	232.09	218.59	206.44	195.45	185.50	176.47	168.24	160.73	153.86	147.56	141.82	135.50	129.87	124.36	119.70	110.59	106.95	103.55	98.63
54	240.10	225.91	213.14	201.60	191.15	181.67	173.04	165.17	157.97	151.37	145.32	139.83	133.63	128.13	122.71	118.13	108.99	104.88	101.05	97.63
55	233.17	219.79	207.71	196.77	186.85	177.82	169.59	162.07	155.18	148.85	143.03	137.80	131.75	126.36	120.97	116.46	107.66	103.62	99.85	96.58
56	226.33	213.72	202.31	191.96	182.54	173.96	166.12	158.94	152.35	146.29	140.70	135.74	129.73	124.40	119.07	114.66	106.29	102.31	98.62	95.50
57	219.57	207.70	196.94	187.15	178.23	170.08	162.62	155.77	149.48	143.68	138.33	133.45	127.57	122.36	117.14	112.83	104.87	100.97	97.33	94.38
58	212.89	201.74	191.60	182.35	173.91	166.18	159.10	152.58	146.58	141.04	135.92	131.10	125.37	120.29	115.17	110.96	103.42	99.60	96.02	93.21
59	206.28	195.82	186.28	177.56	169.59	162.27	155.54	149.35	143.63	138.35	133.46	128.71	123.12	118.17	113.17	109.05	101.93	98.18	94.68	92.00
60	199.75	189.94	180.98	172.78	165.25	158.33	151.96	146.08	140.65	135.62	130.95	126.29	120.84	116.03	111.13	107.12	100.39	96.73	93.30	90.74
61	193.29	184.11	175.70	167.99	160.90	154.37	148.35	142.78	137.62	132.83	128.39	123.82	118.53	113.85	109.05	105.15	98.82	95.23	91.87	89.43
62	186.90	178.32	170.45	163.21	156.55	150.40	144.71	139.44	134.55	130.01	125.78	121.32	116.17	111.62	106.94	103.14	97.21	93.71	90.42	88.06
63	180.60	172.60	165.24	158.46	152.20	146.41	141.04	136.07	131.44	127.14	123.12	118.78	113.78	109.37	104.80	101.10	95.55	92.13	88.92	86.64
64	174.40	166.94	160.07	153.73	147.86	142.42	137.37	132.68	128.31	124.24	120.44	116.19	111.33	107.06	102.58	99.00	93.84	90.51	87.38	85.17
65	168.32	161.38	154.98	149.05	143.56	138.46	133.71	129.30	125.18	121.33	117.73	113.55	108.84	104.69	100.32	96.85	92.09	88.84	85.79	83.66
66	162.38	155.93	149.97	144.44	139.30	134.53	130.08	125.92	122.04	118.41	115.01	110.86	106.31	102.29	98.03	94.66	90.28	87.12	84.14	82.12
67	156.59	150.61	145.07	139.91	135.12	130.65	126.48	122.58	118.93	115.51	112.30	108.13	103.72	99.84	95.69	92.43	88.42	85.35	82.45	80.57
68	150.97	145.43	140.28	135.48	131.01	126.84	122.93	119.28	115.85	112.63	109.61	105.37	101.13	97.40	93.45	90.30	86.62	83.67	80.89	78.99
69	145.53	140.40	135.62	131.16	127.00	123.10	119.45	116.03	112.81	109.79	106.94	102.77	98.72	95.16	91.36	88.36	84.79	81.96	79.28	77.41
70	140.25	135.51	131.08	126.94	123.07	119.44	116.03	112.83	109.81	106.98	104.30	100.10	96.24	92.86	89.20	86.35	82.89	80.17	77.61	75.83
71	135.14	130.76	126.66	122.82	119.22	115.84	112.67	109.68	106.86	104.20	101.69	97.38	93.71	90.50	86.99	84.29	80.94	78.34	75.88	74.23
72	130.18	126.14	122.35	118.80	115.46	112.32	109.36	106.57	103.94	101.45	99.09	94.62	91.13	88.10	84.74	82.18	78.95	76.46	74.11	72.63
73	125.35	121.63	118.14	114.85	111.76	108.84	106.09	103.50	101.04	98.72	96.52	91.84	88.53	85.67	82.46	80.04	76.92	74.55	72.30	71.02
74	120.67	117.24	114.02	110.99	108.13	105.43	102.88	100.46	98.18	96.01	93.95	89.05	85.92	83.22	80.16	77.87	74.88	72.63	70.48	69.39
75	116.11	112.97	110.01	107.21	104.57	102.08	99.71	97.47	95.35	93.33	91.41	86.27	83.32	80.77	77.85	75.71	72.83	70.69	68.65	67.74

Summary Table: Age Calculated to Nearest Month – Rates and Factors Calculated to 1/8th Percent.

