

PART C

2005 FIRSTENERGY CORP.

PENSION PLAN PROVISIONS

TABLE OF CONTENTS

	<u>ARTICLE NO.</u>
NAME AND CONSTITUENT PLAN	C1
DEFINITIONS	C2
ELIGIBILITY AND PARTICIPATION	C3
CREDITING OF SERVICE	C4
ELIGIBILITY FOR RETIREMENT INCOME OR VESTED PENSION	C5
RETIREMENT INCOME OR VESTED PENSION	C6
DISABILITY	C7
FORMS OF PAYMENT	C8
DEATH BENEFITS	C9
APPENDIX A AND TABLES	
SUPPLEMENT A	

ARTICLE C1

NAME AND CONSTITUENT PLAN

C1.1 Name. The name of this part of the Plan is the 2005 FirstEnergy Corp. Pension Plan Provisions (sometimes referred to as “Part C”).

C1.2 Constituent Plan. Part C, together with Part A of the Plan, constitute the 2005 FirstEnergy Corp. Pension Plan (sometimes referred to as the “2005 FirstEnergy Constituent Plan”). The 2005 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 New 2005 Formula Participants under the 1999/2005 FirstEnergy Plan and has been subsequently amended.

ARTICLE C2

DEFINITIONS

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

C2.1 Accrued Benefit. The words “Accrued Benefit” shall mean with respect to a 2005 FE Participant at a particular date (the “determination date”) the amount of monthly Retirement Income determined as of such date in accordance with Section C6.1 hereof, 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).

C2.2 Average Monthly Pensionable Earnings. The words “Average Monthly Pensionable Earnings” shall mean the monthly Pensionable Earnings of a 2005 FE Participant averaged over the 2005 FE Participant’s forty-eight (48) consecutive months of Service with one (1) or more Participating Employers during the last one hundred twenty (120) months of Service commencing on or after January 1, 2005 (the “Coverage Date” applicable to Non-Bargaining Unit Employees under this Part C) which results in the highest average; provided, however that:

- (a) no months of Service which are taken into account for purposes of benefit accrual under another Constituent Plan;
- (b) if he is a Bargaining Unit Employee, no months of Service prior to the Coverage Date of his Collective Bargaining Unit (as set forth on Appendix A hereto); and
- (c) subject to Section C4.7 hereof, no months of Service with a company prior to the time it became a Participating Employer under the 2005 FirstEnergy Constituent Plan;

shall be included in determining Average Monthly Pensionable Earnings, and further provided that the original Coverage Date under this Part C of a 2005 FE Participant 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, IBEW Local 777S Reading Call Center on October 26, 2012 or IBEW Local 29 (Maintenance Planners) on July 1, 2015 shall continue to apply under this Section. Except for months in which Pensionable Earnings are imputed to an Eligible Employee pursuant to a collective bargaining agreement, any full month during which an Eligible Employee is on approved leave and has no Pensionable Earnings shall not be counted in the forty-eight (48) months used in this calculation. If a 2005 FE Participant has fewer than forty-eight (48) months of Service for one (1) or more Participating Employers, then the 2005 FE Participant's Average Monthly Pensionable Earnings shall be determined by averaging, on a monthly basis, the 2005 FE Participant's Pensionable Earnings during the Participant's eligible months of Service (as described above); provided, however, effective January 1, 2014, months during which he has no Pensionable Earnings shall not be included in determining Average Monthly Pensionable Earnings.

C2.3 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 C2.13 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, 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

C2.4 Benefit Commencement Date. The words “Benefit Commencement Date” shall mean for a 2005 FE Participant the date his Retirement Income or Vested Pension commences under the terms of this Part C. Except as otherwise required by law, if the stock or assets of the business unit by which a 2005 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 2005 FE Participant’s Benefit Commencement Date may not occur earlier than the date the 2005 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.

C2.5 Contingent Beneficiary. The words “Contingent Beneficiary” shall mean the person designated by a 2005 FE Participant pursuant to Section C8.2 hereof to receive the remaining guaranteed payments under a Period Certain Annuity Option if the 2005 FE Participant dies prior to the expiration of the Selected Period under the Period Certain Annuity Option.

C2.6 Covered Collective Bargaining Unit. The words “Covered Collective Bargaining Unit” shall mean the Collective Bargaining Units listed on Appendix A hereto..

C2.7 Deferred Retirement Date. The words “Deferred Retirement Date” shall mean the first day of a month subsequent to a 2005 FE Participant’s Normal Retirement Date upon which his actual retirement has occurred.

C2.8 Early Retirement Date. The words “Early Retirement Date” shall mean the first day of any month coinciding with or next following the 2005 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 C5.3 hereof.

C2.9 Elapsed Time Service. The words “Elapsed Time Service” shall mean for any 2005 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 2005 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 2005 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 2005 FE Participant did not return to work for a Participating Employer or any Affiliate prior to his termination of employment;

such 2005 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).

C2.10 Eligible Employee. The words “Eligible Employee” shall mean:

- (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;

but excluding any such Non-Bargaining Unit Employee who is hired on or after January 1, 2014, any such Bargaining Unit Employee who is hired on or after January 1, 2014 and is a member of IBEW Local 1194, UWUA Local 270 (except Perry Techs), IBEW Local 50, IBEW Local 2357, IBEW Local 777S Reading Call Center or IBEW Local 29 (Maintenance Planners), any such Bargaining Unit Employee who is hired on or after January 1, 2015 and is a member of IBEW

Local 29, IBEW Local 777, UWUA Local 180 or UWUA Local 304, any such Bargaining Unit Employee who is hired on or after January 1, 2016 and is a member of UWUA Local 118, UWUA Local 126, UWUA Local 140, UWUA Local 350, UWUA Local 351, UWUA Local 457, IBEW Local 1289, IBEW Local 272 or IBEW Local 245 and any such Non-Bargaining Unit Employee or Bargaining Unit Employee who is accruing benefits (other than a Run Up Benefit under the Allegheny Constituent Plan) under any other Constituent Plan. 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 2005 FirstEnergy Constituent Plan;
- (v) his becoming covered by a collective bargaining agreement which excludes participation in the 2005 FirstEnergy Constituent Plan or does not require inclusion in the 2005 FirstEnergy Constituent Plan; or
- (vi) his becoming a Cash Balance Participant under the Cash Balance Constituent Plan.

An individual will be considered to be an Eligible Employee for periods after January 1, 2005 and prior to January 1, 2007 during which he was both an Employee (as defined in Section 1.21 of the 1999/2005 FirstEnergy Plan) and a New 2005 Formula Participant (as defined in Section 1.59 of the 1999/2005 FirstEnergy Plan). An individual shall not be considered to be an Eligible Employee for any such periods prior to January 1, 2007 during which he was a Pre-2005 Formula Participant (as defined in Section 1.61 of the 1999/2005 FirstEnergy Plan).

C2.11 Hour of Service. The words “Hour of Service” shall mean 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 C2.13 hereof, disability within the meaning of Section C7.1 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 C4.5 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.

C2.12 Joint Annuitant. The words “Joint Annuitant” shall mean either:

- (a) the spouse to whom a 2005 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 2005 FE Participant pursuant to Article C8 hereof to receive Retirement Income or Vested Pension payments under an Annuity Option described in Article C8, other than the Period Certain Annuity Option, on his death.

C2.13 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 Base Earnings of a 2005 FE Participant during a period of Military Service for which he receives no pay, he shall be deemed to have received Base Earnings 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 C 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 Base Earnings.

C2.14 2005 FE Participant. The words “2005 FE Participant” shall mean any Eligible Employee who becomes a 2005 FE Participant in accordance with Section C3.1 hereof.

Any person who has become a 2005 FE Participant in accordance with Section C3.1 hereof shall continue to be a 2005 FE Participant in accordance with the provisions of Section C3.2 hereof and his status as a 2005 FE Participant or as an Inactive 2005 FE Participant shall be determined under said Section C3.2 hereof.

C2.15 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a 2005 FE Participant the later of:

- (a) Age sixty-five (65); and
- (b) his completion of five (5) Years of Eligibility Service.

C2.16 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a 2005 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).

C2.17 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 2005 FirstEnergy Constituent Plan for purposes of determining whether a 2005 FE Participant is entitled to a Vested Pension (as described in Section C6.5 hereof).

C2.18 Participating Employer. The words “Participating Employer” shall mean the Company or any Affiliate which is or shall become a Participating Employer under the 2005 FirstEnergy Constituent Plan pursuant to Article A13 hereof, but, subject to Section C4.7 hereof, only for periods while it is deemed to be a Participating Employer under the 2005 FirstEnergy Constituent Plan or a Predecessor Plan.

C2.19 Pensionable Earnings. The words “Pensionable 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, 2005:

- (a) overtime pay;
- (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; and
- (e) lump sum merit awards.

Pensionable 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 and shall not include any Base Earnings or other compensation which is taken into account for the Eligible Employee for purposes of benefit accrual under the 1999 FirstEnergy Constituent Plan.

C2.20 Period of Separation. The words “Period of Separation” shall mean for any 2005 FE Participant or former 2005 FE Participant a period commencing on his termination of employment and ending on the date such 2005 FE Participant or former 2005 FE Participant is rehired by a Participating Employer or any Affiliate. Notwithstanding the foregoing provisions of this Section, in the event any 2005 FE Participant ceases to be actively employed due to a Maternity/Paternity Leave of Absence, such 2005 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.

C2.21 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part C, the 1999/2005 FirstEnergy Plan.

C2.22 Retirement Date. The words “Retirement Date” shall mean the date of the 2005 FE Participant’s actual retirement on his Deferred, Normal or Early Retirement Date, as the case may be.

C2.23 Retirement Income. The words “Retirement Income” shall mean the monthly benefit payable under the 2005 FirstEnergy Constituent Plan in accordance with

Articles C5, C6 and C8 hereof, but not including Vested Pension benefits provided in accordance with Sections C5.4 and C6.5 hereof.

C2.24 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 C7.1 hereof and periods of absence as provided in Sections C4.4 and C4.5 hereof.

C2.25 Supplement. The word “Supplement” shall mean a portion of the 2005 FirstEnergy Constituent Plan, designated as such, which contains special provisions applicable only to specific groups of Employees, former Employees, Beneficiaries of deceased Employees or Alternate Payees.

C2.26 Years of Benefit Service. The words “Years of Benefit Service” shall have the meaning set forth in Article C4 hereof. Prior to January 1, 2007, “Years of Benefit Service” were referred to as “Years of Credited Service.”

C2.27 Years of Eligibility Service. The words “Years of Eligibility Service” shall have the meaning set forth in Article C4 hereof.

ARTICLE C3

ELIGIBILITY AND PARTICIPATION

C3.1 Requirements.

- (a) Each Eligible Employee who was accruing benefits as a New 2005 Formula Participant under the 1999/2005 FirstEnergy Plan immediately prior to January 1, 2007 became a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan 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.
- (b) The status of each other Eligible Employee who became a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan after January 1, 2007 and prior to January 1, 2015 shall be determined pursuant to Section 3.2 hereof.
- (c) Subject to subparagraph (d) below, on or after January 1, 2015 any other Employee shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan on the first day of the month coinciding with or following the latest of:
 - (i) if he is a Non-Bargaining Unit Employee, the date his employer becomes a Participating Employer under the 2005 FirstEnergy Constituent Plan;
 - (ii) if he is a Bargaining Unit Employee, the Coverage Date of his Collective Bargaining Unit (as set forth on Appendix A hereto);
or
 - (iii) his date of hire;on which he is an Eligible Employee.
- (d) Subject to Article A12 hereof, the following rules shall apply on and after January 1, 2015:
 - (i) no Non-Bargaining Unit Employee, including a new Employee or a rehired Employee, shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan after December 31, 2013;

- (ii) no Bargaining Unit Employee who is a member of IBEW Local 1194, UWUA Local 270 (except Perry Techs), IBEW Local 50, IBEW Local 2357, IBEW Local 777S Reading Call Center or IBEW Local 29 (Maintenance Planners), including a new Employee or a rehired Employee, shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan after December 31, 2013;
- (iii) no Bargaining Unit Employee who is a member of IBEW Local 29, UWUA Local 180 or IBEW Local 777, including a new Employee or a rehired Employee, shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan after December 31, 2014;
- (iv) no Bargaining Unit Employee who is hired or rehired on or after January 1, 2015 and is a member of UWUA Local 304 shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan;
- (v) no Bargaining Unit Employee who is hired or rehired on or after January 1, 2016 and is a member of UWUA Local 118, UWUA Local 126, UWUA Local 140, UWUA Local 350, UWUA Local 351, UWUA Local 457, IBEW Local 272, IBEW Local 1289 or IBEW Local 245 shall become a 2005 FE Participant under the 2005 FirstEnergy Constituent Plan.

C3.2 Status of Participant. The status of a 2005 FE Participant shall be

determined as follows:

- (a) He shall be a 2005 FE Participant so long as he is an Eligible Employee, and shall cease to be a 2005 FE Participant when he shall have ceased to be an Eligible Employee.
- (b) He shall be considered to be an Inactive 2005 FE Participant during any period in which he continues to be an Employee but is not an Eligible Employee. Inactive 2005 FE Participants do not accrue benefits under the 2005 FirstEnergy Constituent Plan. In addition, any other Employee who is not a 2005 FE Participant but who has an accrued benefit under the 2005 FirstEnergy Constituent Plan which has not been cancelled shall be considered to be an Inactive 2005 FE Participant.

ARTICLE C4

CREDITING OF SERVICE

C4.1 Years of Benefit Service. For purposes of benefit computation under the 2005 FirstEnergy Constituent Plan, a 2005 FE Participant's Years of Benefit Service shall be the sum of:

- (a) Except as provided in subparagraph (b) below, each Plan Year commencing on or after January 1, 2005 and ending on or before December 31, 2013 in which the 2005 FE Participant completes at least one thousand (1,000) Hours of Service as a 2005 FE Participant;
- (b) For each Plan Year commencing on or after January 1, 2005 and ending on or before December 31, 2013, in which an Eligible Employee first became a 2005 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 2005 FE Participant, provided that the 2005 FE Participant would have been credited with one thousand (1,000) Hours of Service as a 2005 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 2005 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 2005 FE Participant credited to the 2005 FE Participant during the Plan Year; and

M is the number of whole months during which the 2005 FE Participant has been credited with at least one (1) Hour of Service as a 2005 FE Participant.

Notwithstanding the foregoing, in the event an Eligible Employee is terminated and rehired within the same Plan Year, he will be entitled to Benefit Service under this subparagraph (b) equal to the greater of:

C4-1

- (i) the total of:
 - (A) the Benefit Service determined under this subparagraph (b) 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 (b) 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 (b) on a date of termination of employment during such Plan Year which occurs prior to his date of rehire during such Plan Year; and
- (c) For periods commencing on or after January 1, 2014 his years and fractional years of Elapsed Time Service as a 2005 FE Participant but excluding any Period of Separation.

No 2005 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.” Years of Benefit Service shall not include any Service prior to the time an Eligible Employee becomes a 2005 FE Participant.

C4.2 Years of Eligibility Service. Except as otherwise provided in Sections C4.6, C4.7 and C4.8 hereof or a Supplement and subject to the rule described in Section C4.1(b) hereof for determining fractional years, a 2005 FE Participant’s Years of Eligibility Service shall be calculated in the manner as his Years of Benefit Service for periods ending prior to January 1, 2014 and shall be his Elapsed Time Service (as defined in Section C2.9 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. In addition, the Years of Eligibility Service of a 2005 FE Participant who is an Inactive Participant under another Constituent Plan (as described

therein) shall not be less than the years of Eligibility Service he was credited with under such Constituent Plan prior to becoming a 2005 FE Participant. Except as otherwise provided in a Supplement, no Participant shall be entitled to duplicate credit for Years of Eligibility Service for any period of employment.

C4.3 Reinstatement of Prior Years of Benefit Service and Years of Eligibility Service.

- (a) If a 2005 FE Participant's employment is terminated prior to January 1, 2014 and he is re-employed by a Participating Employer or 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 2005 FirstEnergy Constituent Plan, if he has incurred a One Year Break in Service and was entitled to receive Retirement Income or a Vested Pension in accordance with the provisions of Article C5 hereof. However, if the 2005 FE Participant has incurred a One (1) Year Break in Service and is not entitled to receive Retirement Income or a Vested Pension in accordance with the provisions of Article C5 hereof, 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, or if otherwise restored pursuant to a Supplement.
- (b) If 2005 FE Participant's employment is terminated after December 31, 2013 and he is re-employed by a Participating Employer or 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 2005 FirstEnergy Constituent Plan, if he has incurred a Period of Separation and was entitled to receive Retirement Income or a Vested Pension in accordance with the provisions of Article C5 hereof. If the 2005 FE Participant has incurred a Period of Separation and is not entitled to receive Retirement Income or a Vested Pension in accordance with the provisions of Article C5 hereof, 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, or if otherwise restored pursuant to a Supplement.

- (c) To avoid duplication of benefits, any Retirement Income or Vested Pension benefits which are based upon the use of a 2005 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 2005 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 C6.6 hereof.

C4.4 Military Service. If a 2005 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 2005 FE Participant shall be credited with Hours of Service for all purposes of the 2005 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 2005 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.

C4.5 Lay-Off. If a 2005 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.

C4.6 Transfers Between Companies.

- (a) If a 2005 FE Participant transfers employment from a Participating Employer to an Affiliate which is not a Participating Employer 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 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, but shall not be considered in determining his Years of Benefit Service or his Base Earnings under the 2005 FirstEnergy Constituent Plan. If the 2005 FE Participant shall subsequently terminate employment with the Affiliate and shall not return to employment with a Participating Employer, his rights under the 2005 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 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 which is not a Participating Employer 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 2005 FirstEnergy Constituent Plan, be deemed employment by a Participating Employer.

C4.7 Employment with Predecessor Company. The benefits of the 2005

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.

C4.8 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, his period of employment with the vendor municipality shall be, for the purposes of the 2005 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 2005 FirstEnergy Constituent Plan.

- (b) Benefits under the 2005 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, C2.8, C2.15, C5.3, C5.4, C6.5, C7.1, C9.1 and C9.3 hereof.

ARTICLE C5

ELIGIBILITY FOR RETIREMENT INCOME OR VESTED PENSION

C5.1 Normal Retirement. A 2005 FE Participant who retires from employment on his Normal Retirement Date shall be eligible to receive Retirement Income as provided in Section C6.1 hereof. Subject to adjustment as provided in Articles C6 and C8 hereof, such Retirement Income shall become nonforfeitable upon the 2005 FE Participant attaining his Normal Retirement Date while employed by a Participating Employer or an Affiliate.

C5.2 Deferred Retirement. A 2005 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 C6.2 hereof. Such a 2005 FE Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3.

C5.3 Early Retirement. A 2005 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 C6.3 hereof.

C5.4 Vested Pension. If a 2005 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 C6.5 hereof. Termination of employment ends eligibility, if any, for the "Pre-Retirement Survivor's Benefit" as described in Section C9.1 hereof.

A 2005 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 2005 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 C5.1, C5.2 or C5.3 hereof.

ARTICLE C6

RETIREMENT INCOME OR VESTED PENSION

C6.1 Normal Retirement Income. Subject to the applicable provisions of Article C8 hereof, the amount of monthly Retirement Income, payable to a 2005 FE Participant commencing on his Normal Retirement Date, shall be an amount equal to the product of 1.2% of the 2005 FE Participant's Average Monthly Pensionable Earnings times his Years of Benefit Service.

C6.2 Deferred Retirement Income. Subject to the applicable provisions of Article C8 hereof, the amount of monthly Retirement Income commencing on a 2005 FE Participant's Deferred Retirement Date shall be determined as of such Deferred Retirement Date in accordance with Section C6.1 hereof but shall not be less than the Retirement Income which he would have received under said Section C6.1 if his Retirement Income had commenced on his Normal Retirement Date.

C6.3 Early Retirement Income. A 2005 FE Participant (other than one who has terminated employment and is entitled to a Vested Pension benefit under Section C6.5 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 C8 hereof, the amount of such 2005 FE Participant's Retirement Income shall be determined as of

such Early Retirement Date in accordance with Section C6.1 hereof and, if such Retirement Income commences prior to his attainment of Age sixty-two (62), reduced in accordance with the early retirement factors set forth in Table 2 hereto.

C6.4 Minimum Retirement Income. Retirement Income computed in accordance with this Article with respect to a 2005 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 2005 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.

C6.5 Vested Pension. A 2005 FE Participant who has terminated employment under the circumstances described in Section C5.4 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 C6.1 hereof, except that:

- (a) A 2005 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 C6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 1 hereto.
- (b) Notwithstanding the foregoing subparagraph (a), a 2005 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 C6.1 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 2005 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 2005 FE Participant's termination of employment occurred under circumstances that qualified him for benefits under the Company's Severance Benefits Plan;
 - (iii) the 2005 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 2005 FE Participant did not revoke the election specified in subparagraph (b)(iii) above.
- (c) Notwithstanding the foregoing subsections, a 2005 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 C6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:
- (i) the 2005 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 2005 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 2005 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 2005 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 C6.1 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 2005 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 2005 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 2005 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 C6.1 hereof and reduced in accordance with the early retirement factors set forth in Table 2 hereto:
- (i) the 2005 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 2005 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 C8 hereof.

C6.6 Adjustment of Retirement Income for Re-employment. If a 2005 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 2005 FE Participant ceases to be in Re-employment Service, whether due to the 2005 FE Participant’s re-employment or to the 2005 FE Participant’s continuing employment after his Normal Retirement Date. Any Retirement Income or Vested Pension benefit payable upon the 2005 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 2005 FE Participant who continues in employment after his Normal Retirement Date and each 2005 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.

C6.7 Adjustment of Retirement Income or Vested Pension for Lump Sum

Payment. If a 2005 FE Participant who has received:

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

shall again become an Eligible Employee who is a 2005 FE Participant, the amount of Retirement Income or Vested Pension payable to such 2005 FE Participant as a result of his subsequent retirement or termination of employment shall be reduced by the Actuarial Equivalent of the accrued benefit previously distributed to such 2005 FE Participant pursuant to Section A11.5 hereof (or a Predecessor Plan provision), pursuant Section A11.33 hereof or pursuant to the 2014 Voluntary Cashout Window Program, unless such 2005 FE Participant repays such Actuarial Equivalent amount pursuant to Section A11.36 hereof.

ARTICLE C7

DISABILITY

C7.1 Crediting of Hours of Service During Disability.

- (a) A 2005 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 2005 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 2005 FE Participant's continued disability.
- (d) During a 2005 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 2005 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 2005 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;

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 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 2005 FE Participant's crediting of Hours of Service during disability shall cease.

ARTICLE C8

FORMS OF PAYMENT

C8.1 Normal Forms. The normal forms of payment under the 2005 FirstEnergy

Constituent Plan are as follows:

- (a) Single Life Annuity Option. If a 2005 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 2005 FE Participant is married and has not elected an optional form of payment described in Section C8.3 hereof in accordance with Section C8.2 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 2005 FE Participant under the Single Life Annuity Option.

C8.2 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 C8.1 hereof, a 2005 FE Participant may elect to receive his benefit pursuant to an optional form of payment described in Section C8.3 hereof. The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such 2005 FE Participant’s Benefit Commencement Date, provide such 2005 FE Participant with a written explanation of:

- (a) the terms and conditions of the normal forms set forth in Section C8.1 hereof and the optional forms set forth in Section C8.3 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 C8.1 hereof;
- (c) the rights of a married 2005 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 2005 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 2005 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 (30th) day after the date on which such explanation is provided.
- (ii) A 2005 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 2005 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 2005 FE Participant has the right to at least thirty (30) days to consider whether to waive the normal form of

payment described in Section C8.1 hereof and consent to another form of payment;

- (B) the benefit commences more than seven (7) days after such explanation is received;
- (C) the 2005 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 2005 FE Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the 2005 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 2005 FE Participant will be required prior to the payment of benefits under a Joint and Survivor Annuity Option.

If a 2005 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 2005 FE Participant's spouse consents to the 2005 FE Participant's election within the 90-day Election Period in accordance with Section A11.12 hereof.

C8.3 Optional Forms of Payment. The optional forms of payment under the 2005 FirstEnergy Constituent Plan are as follows:

- (a) Single Life Annuity Option. A 2005 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 2005 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 2005 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 2005 FE Participant shall have designated pursuant to Section C8.2 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 2005 FE Participant under the Single Life Annuity Option. However, if the designated Joint Annuitant is a person who is not the spouse of the 2005 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 2005 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 2005 FE Participant but during the life of the 2005 FE Participant, the Retirement Income or Vested Pension payable to the 2005 FE Participant following the death of his Joint Annuitant shall be increased to the amount which would have been payable to the 2005 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 2005 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 2005 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 C8.2 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 2005 FE Participant under the Single Life Annuity Option.

C8.4 Death of Joint Annuitant or Contingent Beneficiary Prior to the Death of the 2005 FE Participant.

- (a) If the Joint Annuitant deemed designated or the Joint Annuitant or Contingent Beneficiary designated by a 2005 FE Participant dies before the 2005 FE Participant's Benefit Commencement Date, such designation shall be null and void and the Single Life Annuity Option will apply unless the 2005 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 2005 FE Participant dies after the 2005 FE Participant's Benefit Commencement Date but prior to the death of the 2005 FE Participant, the Retirement Income or Vested Pension being paid to the 2005 FE Participant shall continue in unchanged amount until his death unless he has made the election provided in Section C8.3(c) hereof in which case it shall be adjusted as provided in such Section. However, if such 2005 FE Participant is receiving Retirement Income or a Vested Pension pursuant to a Period Certain Annuity Option described in Section C8.3(d) hereof, he may designate a successor Contingent Beneficiary. If such 2005 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.

C8.5 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 2005 FE Participant on December 31, 2005 who elects a periodic form of payment under the 2005 FirstEnergy Constituent Plan which was provided under the

1999/2005 FirstEnergy Plan on December 31, 2005 (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 2005 FE Participant under such form of payment on December 31, 2005, utilizing Table 2A or Table 2B under the 1999/2005 FirstEnergy Plan, as appropriate.

ARTICLE C9
DEATH BENEFITS

C9.1 Surviving Spouse Benefit. The Eligible Spouse of a 2005 FE Participant will be entitled to a Surviving Spouse Benefit if the 2005 FE Participant:

- (a) was an Eligible Employee of a Participating Employer (including a disabled 2005 FE Participant who is being credited with Hours of Service under Section C7.1(d) hereof) or a retired 2005 FE Participant eligible for Retirement Income as described in Section C5.1, C5.2 or C5.3 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 2005 FE Participant will be entitled to a Surviving Spouse Benefit under this Section C9.1 if the 2005 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 2005 FE Participant had completed at least 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 a 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 2005 FE Participant's death as the Eligible Spouse shall select (but in no event later than the month the 2005 FE Participant would have attained Normal Retirement Age had he survived or the first day of the month after the 2005 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 2005 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 2005 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 2005 FE Participant and his Eligible Spouse shall be used for the purpose of the calculations to be made in accordance with this paragraph.

C9.2 Death of a Married 2005 FE Participant Before His Benefit

Commencement Date. If a married 2005 FE Participant:

- (a) 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, or
- (b) dies while an active Employee with at least five (5) but fewer than ten (10) Years of Eligibility Service,

there shall be paid to and for the life of his Eligible Spouse, a monthly income paid as if the 2005 FE Participant had elected the 100% Joint and Survivor Annuity Option under Section C8.3(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 2005 FE Participant would have reached Age 55, but not later than the 2005 FE Participant's Normal Retirement Date or the month after the 2005 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 2005 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 2005 FE Participant and his Eligible Spouse shall be used for the purpose of the calculations to be made in accordance with this paragraph.

C9.3 Qualified Pre-Retirement Survivor Annuity - 5-10 Years of Eligibility

Service.

- (a) If an unmarried 2005 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 2005 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 2005 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 2005 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 2005 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 2005 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 2005 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 2005 FE Participant 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 subsequent buyer at the time of his death.
- (c) Subject to the provisions of Section C9.7 hereof, the amount of monthly income payable to such 2005 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 2005 FE Participant on his date of death or termination of employment, if earlier, and paid as if the 2005 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 2005 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 2005 FE Participant would have attained age fifty-five (55).
- (d) The birth dates of the 2005 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 2005 FE Participant's death and December 31 of the year following the year in which occurs the 2005 FE Participant's death, as the Beneficiary selects, provided that if the 2005 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 2005 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 2005 FE Participant's death or the end of the year in which the 2005 FE Participant dies, if he was past Normal Retirement Date at the time of death.

C9.4 Qualified Pre-Retirement Survivor Annuity - 10 or More Years of Eligibility Service.

- (a) If an unmarried 2005 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 2005 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 2005 FE Participant:
 - (i) was an Eligible Employee of a Participating Employer (which for purposes of this Section C9.4 shall include a disabled 2005 FE Participant who is being credited with Hours of Service under Section C7.1(d) hereof or a retired 2005 FE Participant eligible for Retirement Income as described in Section C5.1, C5.2 or C5.3 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) and subparagraph (b) if such 2005 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 2005 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 2005 FE Participant's death occurs as the Beneficiary shall select (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 2005 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 2005 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 C9.7 hereof, the amount of monthly income payable to such 2005 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 2005 FE Participant on his date of death or termination of employment, if earlier, and paid as if the 2005 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 2005 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 2005 FE Participant’s death and December 31 of the year following the year in which occurs the 2005 FE Participant’s death, as the Beneficiary selects, provided that if the 2005 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 2005 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 2005 FE Participant's death or the end of the year in which the 2005 FE Participant dies, if he was past Normal Retirement Date at the time of death.

C9.5 Beneficiary. For purposes of Sections C9.3 and C9.4 hereof, "Beneficiary" means only one (1) individual designated by the 2005 FE Participant to receive the benefit payable under Section C9.3 or C9.4 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 2005 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 2005 FE Participant's death. If no Beneficiary is designated, no benefit shall be payable under Section C9.3 or C9.4 hereof upon the death of such 2005 FE Participant.

C9.6 Eligible Spouse. For purposes of Sections C9.1 and C9.2, hereof, "Eligible Spouse" means the spouse to whom the deceased 2005 FE Participant was married on the date of such 2005 FE Participant's death or a former spouse who is designated as an Eligible Spouse under the terms of a Qualified Domestic Relations Order.

C9.7 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 2005 FE Participant is a person who is not his spouse and such

person's death benefit under Section C9.3 or C9.4 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 2005 FE Participant had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted under said Treasury Regulations..

APPENDIX A

TO

PART C

<u>Eligible Group</u>	<u>Coverage Date</u>
All Non-Bargained Employees	January 1, 2005 ⁽¹⁾
<u>Collective Bargaining Unit</u>	
Utility Workers Union of America Local 350 ("UWUA Local 350")	January 1, 2005 ⁽¹⁾
Utility Workers Union of America Local 351 ("UWUA Local 351")	January 1, 2005 ⁽¹⁾
Utility Workers Union of America Local 457 ("UWUA Local 457")	January 1, 2005 ⁽¹⁾
Local Union No. 1413 of the International Brotherhood of Electrical Workers ("IBEW Local 1413")	January 1, 2005 ⁽¹⁾
Local Union No. 245 of the International Brotherhood of Electrical Workers ("IBEW Local 245")	January 1, 2005
International Brotherhood of Electrical Workers Local 459 excluding IBEW 459 Seneca ("IBEW Local 459 (except Seneca)")	January 1, 2005 ⁽¹⁾
International Brotherhood of Electrical Workers Local 1289 ("IBEW Local 1289" and prior to May 21, 2015 IBEW System Council U-3)	January 1, 2005
Utility Workers Union of America Local 140 ("UWUA Local 140")	January 1, 2005
International Brotherhood of Electrical Workers Local 272 ("IBEW Local 272")	January 1, 2005
International Brotherhood of Electrical Workers Local 777 excluding IBEW Local 777S Reading Call Center effective October 26, 2012 ("IBEW	January 1, 2006

Local 777”)

International Brotherhood of Electrical Workers Local 29 at the Beaver Valley Nuclear Power Plant (except Maintenance Planners) (“IBEW Local 29 (except Maintenance Planners)”)	January 1, 2006
Utility Workers Union of America Local 180 (“UWUA Local 180”)	January 1, 2006
International Brotherhood of Electrical Workers Local 1194 (“IBEW Local 1194”)	January 1, 2006
Utility Workers Union of America Local 118 (“UWUA Local 118”)	January 1, 2006
Utility Workers Union of America Local 126 (“UWUA Local 126”)	January 1, 2006
International Brotherhood of Electrical Workers Local 459 at Seneca (“IBEW Local 459 Seneca”) ⁽²⁾	January 1, 2006
Office and Professional Employees International Union Local No. 19 (“OPEIU Local 19”)	January 1, 2006
Utility Workers Union of America Local 270 excluding UWUA Local 270 Perry Techs (“UWUA Local 270 (except Perry Techs)	January 1, 2007
Utility Workers Union of America Local 270 at Perry, Ohio (“UWUA Local 270 Perry Techs”)	January 1, 2005 ⁽³⁾
International Brotherhood of Electrical Workers Local 50 (“IBEW Local 50”)	January 1, 2012
International Brotherhood of Electrical Workers Local 307 (“IBEW Local 307”) ⁽⁴⁾	January 1, 2012
International Brotherhood of Electrical Workers Local 2357 (“IBEW Local 2357”)	January 1, 2012
International Brotherhood of Electrical Workers Local 777S at the Reading Call Center (“IBEW Local 777S Reading Call Center”)	January 1, 2005 ⁽⁵⁾
Utility Workers Union of America Local 304 (“UWUA Local 304”)	January 1, 2015

- (1) Exception: January 1, 2006 for rehired Transferred Participants who were initially hired prior to January 1, 2005.
- (2) The Seneca plant was sold to a third party and ceased to be maintained by a Participating Employer as of February 12, 2014.
- (3) UWUA Local 270 Perry Techs was certified on September 28, 2007 and became the recognized collective bargaining representative, effective November 17, 2008. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as UWUA Local 270 Perry Techs employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005.
- (4) Ceased to be a Covered Collective Bargaining Unit on November 9, 2012.
- (5) IBEW Local 777S Reading Call Center was certified on September 16, 2011 and became the recognized collective bargaining representative on October 26, 2012. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as IBEW Local 777S Reading Call Center employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005.
- (6) IBEW Local 29 (Maintenance Planners) was certified on April 22, 2014 and became the recognized collective bargaining representative on July 1, 2015. Notwithstanding those dates, certain Non-Bargaining Unit Employees who became Bargaining Unit Employees as IBEW Local 29 (Maintenance Planners) employees commenced participation in the 2005 FirstEnergy Constituent Plan as early as January 1, 2005.

TABLE 1

TO

PART C

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 C

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	72.00	72.33	72.67	73.00	73.33	73.67	74.00	74.33	74.67	75.00	75.33	75.67
56	76.00	76.33	76.67	77.00	77.33	77.67	78.00	78.33	78.67	79.00	79.33	79.67
57	80.00	80.33	80.67	81.00	81.33	81.67	82.00	82.33	82.67	83.00	83.33	83.67
58	84.00	84.33	84.67	85.00	85.33	85.67	86.00	86.33	86.67	87.00	87.33	87.67
59	88.00	88.33	88.67	89.00	89.33	89.67	90.00	90.33	90.67	91.00	91.33	91.67
60	92.00	92.33	92.67	93.00	93.33	93.67	94.00	94.33	94.67	95.00	95.33	95.67
61	96.00	96.33	96.67	97.00	97.33	97.67	98.00	98.33	98.67	99.00	99.33	99.67
62	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
63	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
64	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
65	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00