

PART D

**THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY BARGAINING UNIT RETIREMENT
PLAN PROVISIONS**

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ARTICLE D1

NAME AND CONSTITUENT PLAN

D1.1 Name. The name of this part of the Plan is The Cleveland Electric Illuminating Company Bargaining Unit Retirement Plan Provisions (sometimes referred to as “Part D”).

D1.2 Constituent Plan. Part D, together with Part A of the Plan, constitute The Cleveland Electric Illuminating Company Bargaining Unit Retirement Plan (sometimes referred to as “The Cleveland Electric Illuminating Company Constituent Plan”). The Cleveland Electric Illuminating Company Constituent Plan was originally established as a January 1, 2007 amendment and restatement of the provisions of the 1993 Centerior Plan which were applicable to Part C Participants under the 1993 Centerior Plan and has been subsequently amended.

ARTICLE D2

DEFINITIONS

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

D2.1 Accrued Benefit. The words “Accrued Benefit” shall mean with respect to a CEI Participant at a particular date (the “determination date”) the monthly amount of the normal retirement income determined at such date under Section D6.1 hereof, payable 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) and continuing for his life, taking into account the CEI Participant’s Credited Career Earnings on the determination date and with reference to any reduction of such retirement income by the amount of any other retirement or pension benefit, as such reduction may be applicable under The Cleveland Electric Illuminating Company Constituent Plan. The “Accrued Benefit” of an Inactive CEI Participant (as described in Section D3.3 hereof) at a particular determination date shall be the monthly amount of the normal retirement income determined under Section D6.1 hereof, payable commencing at his Normal Retirement Date (or, if later, commencing on the first calendar month that begins on or after the determination date), and continuing for his life, but taking into account only his Credited Career Earnings on the most recent date on which he was a CEI Participant.

D2.2 Benefit Commencement Date. The words “Benefit Commencement Date” shall mean, as applied to any retirement income under The Cleveland Electric Illuminating Company Constituent Plan, the first day with respect to which such retirement income is payable pursuant to the applicable provisions of The Cleveland Electric Illuminating Company

Constituent Plan, irrespective of the date on which the first payment of such retirement income is actually made (as provided for in Section D8.7 hereof); provided that the Benefit Commencement Date (and the first day as of which any retirement income may be payable):

- (a) Except as provided in subparagraph (b) below, may not be earlier than the date on which a complete written application for benefits is received by the Administrator in accordance with Section A4.6 hereof (including any consent of the CEI Participant's spouse that may be required); and
- (b) May not be later than:
 - (i) March 1 of the calendar year following the calendar year in which the CEI Participant attains his Normal Retirement Age or, if later, March 1 of the calendar year following the calendar year in which he shall have terminated employment; or
 - (ii) the CEI Participant's Required Beginning Date.

Except as otherwise required by law, if the stock or assets of the business unit by which a CEI Participant is employed are sold or transferred to a person, entity or joint venture which is not an Affiliate of a Participating Employer, such CEI Participant's Benefit Commencement Date may not occur earlier than the date the CEI 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.

D2.3 Break in Service. The words "Break in Service" shall mean that an Employee's employment with all Related Companies shall have terminated, and that he shall not have once more become an Employee prior to the expiration of one (1) year following the date of such Termination of Employment, such Break in Service being deemed to occur at the expiration of such one (1) year period. In addition, on and after August 5, 1993, FMLA Leave shall not be treated as or counted toward a Break in Service for purposes of determining whether a CEI Participant is entitled to a vested pension.

D2.4 CEI. The word “CEI” shall mean The Cleveland Electric Illuminating Company.

D2.5 CEI Bargaining Unit Employee. The words “CEI Bargaining Unit Employee” shall mean an Employee of a Participating Employer who is a member of a collective bargaining unit with respect to which UWUA Local 270 (except Perry Techs) is the recognized collective bargaining representative, and shall also mean an Employee who has transferred from such bargaining unit to other employment as a Non-Bargaining Unit Employee with a Participating Employer or any Related Company for a period of six (6) full months or less.

D2.6 CEI Covered Employment. The words “CEI Covered Employment” shall mean for an Employee the period of his employment during which he is a CEI Bargaining Unit Employee. An Employee who shall have gone on Leave of Absence, Military Leave or Layoff directly from CEI Covered Employment shall be considered as being engaged in CEI Covered Employment during the term of such Leave of Absence, Military Leave or Layoff.

D2.7 CEI Participant. The words “CEI Participant” shall mean any CEI Bargaining Unit Employee who became a CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan in accordance with Section D3.1 hereof. Any CEI Bargaining Unit Employee who has become a CEI Participant in accordance with Section D3.1 hereof shall continue to be a CEI Participant in accordance with the provisions of Section D3.3 hereof and his status as a CEI Participant or as an Inactive CEI Participant shall be determined under said Section D3.3.

D2.8 Centerior-CEI Plan. The words “Centerior-CEI Plan” shall mean The Centerior-Cleveland Electric Illumination Company Second Amended and Restated Pension Plan in effect for the period from January 1, 1989 through December 30, 1993. In reference to

any period after December 30, 1993, the words “Centerior-CEI Plan” shall mean the provisions of the 1993 Centerior Plan which were applicable to Part C Participants under the 1993 Centerior Plan.

D2.9 Contingent Beneficiary. The words “Contingent Beneficiary” (known as “Contingent Survivor” prior to January 1, 2007) shall mean the person designated by a CEI Participant pursuant to Sections D8.2 and D8.6 hereof to receive the remaining guaranteed payments under a Five (5), Ten (10) or Fifteen (15) Year Certain Annuity Option if the CEI Participant dies prior to having received the guaranteed payments under such an Option.

D2.10 Credited Career Earnings. The words “Credited Career Earnings” shall mean for a CEI Participant for each Plan Year the aggregate of the following, subject to the Compensation Limit and excluding any amounts received by him prior to his Effective Employment Date:

- (a) His aggregate Earnings for the Plan Year;
- (b) The aggregate temporary total disability Workers’ Compensation benefits received by him during the Plan Year by reason of a disability incurred in CEI Covered Employment or as a participant in the Pre-1988 CEI Plan;
- (c) Amounts not included in subparagraph (a) or (b) above that are received by him during the Plan Year as compensation for callouts and changes in reporting points and as meal and transportation allowances (but excluding any such amounts received before July 1, 1991);
- (d) To the extent provided for by agreement between CEI and UWUA Local 270 (except Perry Techs), a CEI Bargaining Unit Employee who is an elected or appointed President or Vice President of UWUA 270 (except Perry Techs) will be credited with additional Credited Career Earnings that were lost (and therefore not credited under subparagraph (a), (b) or (c) above) for periods during which the Employee was on an approved Leave of Absence for union business.

Notwithstanding the foregoing, (A) the Credited Career Earnings of a CEI Participant shall not include Earnings or temporary total disability Workers’ Compensation benefits for any period

after December 31, 1987 in which he is not a CEI Bargaining Unit Employee and (B) the Credited Career Earnings of a CEI Participant who was not a Part C Participant (as described in the 1993 CEI Plan) on January 1, 1988 shall not include Earnings or temporary total disability Workers' Compensation benefits for any period prior to January 1, 1988.

D2.11 Disability Pensioner. The words "Disability Pensioner" means a disabled former Employee who is receiving the temporary disability benefit described in Section 5C.2 of the 1993 Centerior Plan or the 1988 CEI Plan or under Section 6.3 of the Pre-1988 CEI Plan. Disability Pensioners are not covered by Article D7 hereof.

D2.12 Earnings. The word "Earnings" shall mean with respect to an Employee the amounts described in subparagraph (a) below, except to the extent excluded in subparagraph (b) below, which shall be allocated to calendar months in accordance with subparagraph (c) below.

- (a) Earnings shall include the following amounts paid to or with respect to the Employee for his employment (except to the extent excluded in subparagraph (b) below):
 - (i) The total cash compensation paid to the Employee including salary, wages, annual incentive, overtime, overtime premium, higher classification pay, shift premium, vacation pay and differential pay, including, effective January 1, 2009 and notwithstanding anything in this Part D to the contrary, any "differential wage payment" (as described in Section 3401(h)(2) of the Code) paid with respect to Military Leave;
 - (ii) The amount by which the Employee's cash compensation is reduced at the election of the Employee:
 - (A) in return for contributions in at least an equal amount made for the benefit of the Employee to a "cash or deferred arrangement" of a Participating Employer or Related Company, to the extent the amount of the reduction was excluded from the Employee's income under Sections 401(k) and 402(e)(3) of the Code but otherwise would have been cash compensation received by the Employee; and

- (B) in return for contributions in at least an equal amount made for the benefit of the Employee to a “qualified transportation fringe” benefit program of a Participating Employer or Related Company, to the extent the amount of the reduction was excluded from the Employee’s income under Section 132(f)(4) of the Code but otherwise would have been cash compensation received by the Employee;
 - (iii) The amount by which the Employee’s cash compensation is reduced at the election of the Employee in return for contributions in at least an equal amount made for the benefit of the Employee to a “cafeteria plan” of a Participating Employer or Related Company, to the extent the amount of the reduction was excluded from the Employee’s income under Section 125 of the Code but otherwise would have been cash compensation received by the Employee, including, effective January 1, 1998, amounts not available to an Employee in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Employee is unable to certify that he has other health coverage; and
 - (iv) Sick pay that is paid to any CEI Bargaining Unit Employee.
- (b) Notwithstanding the preceding, the following items shall be excluded from Earnings:
- (i) Compensation paid to an Employee during any calendar year, the payment of which has been deferred from a previous calendar year at the option of the Employee;
 - (ii) Except for the contributions referred to in subparagraphs (a)(ii) and (a)(iii), above, contributions or payments to or from the Plan or any other plan that is qualified under Section 401(a) or 403(a) of the Code;
 - (iii) Except as described in subparagraphs (a)(ii) through (a)(iv) above, any payments, contributions, discounts or things of value paid or delivered to, or on behalf of or for the benefit of the Employee in connection with:
 - (A) any employee medical or dental benefit plan, life insurance, death or survivor benefit plan (including any accidental death or dismemberment plan) or dependent care plan;
 - (B) any pension, savings, thrift or investment plan;

- (C) any scholarship, tuition refund, suggestion, promotional or sales plan, program or arrangement;
 - (D) any employee stock purchase, stock option or stock bonus plan;
 - (E) any other employee benefit plan; or
 - (F) in connection with the sale of any product or service to the Employee;
- (iv) Any “personal benefit dollars” provided to an Employee under the Centerior Energy Corporation PBA Plan regardless of whether such “personal benefit dollars” are returned to the Employee;
 - (v) The \$150.00 annual allowance;
 - (vi) Any amount paid as an annual allowance for flame retardant clothing;
 - (vii) Any amount that is earned and paid after the Employee’s date of Termination of Employment;
 - (viii) Any \$500 lump sum bonus which was paid in the first bi-weekly paycheck after January 1, 2006, or as soon thereafter as was practical; and
 - (ix) Any employer contributions to the FirstEnergy Corp. Flexible Benefit Plan.
- (c) An Employee’s Earnings for any calendar month after 1987 shall be his Earnings for the pay period or periods ending in such calendar month.

D2.13 Effective Employment Date. The words “Effective Employment Date” shall mean with respect to an Employee the earliest date included in his Eligibility Service.

D2.14 Eligibility Service. The words “Eligibility Service” shall have the meaning set forth in Article D4 hereof. Prior to January 1, 2007, “Eligibility Service” was referred to as “Credited Eligibility Service.”

D2.15 Employee. The word “Employee” shall mean an Employee within in the meaning of Section A2.17 hereof; provided, however, that with respect to this Part D or with

respect to any CEI Bargaining Unit Employee, the word “Employee” shall also include a person on Leave of Absence, Layoff or Military Leave who was an Employee, as defined in Section A2.17 hereof, immediately prior thereto.

D2.16 Joint Annuitant. The words “Joint Annuitant” shall mean the person designated by a CEI Participant pursuant to Sections D8.2 and D8.3 hereof to receive payments after his death under the Joint and Survivor Annuity Option or the Modified Joint and Survivor Annuity Option.

D2.17 Last Hiring Date. The words “Last Hiring Date” shall mean with respect to an Employee the earliest date on which he rendered services to a Related Company as an Employee which was not followed by a Break in Service.

D2.18 Layoff. The word “Layoff” shall mean a suspension by a Related Company of the active employment of an Employee by reason of the fact that the services of the Employee are temporarily not needed, with the understanding that the Employee will be recalled to active employment if and when his services shall be again required. For the purposes hereof, a Layoff shall be deemed to terminate at the earliest of:

- (a) the expiration of twenty-four (24) months from the date of commencement of the layoff;
- (b) a failure by the laid-off Employee to report to work within five (5) working days after having been properly notified to do so; or
- (c) the Termination of Employment of the laid-off Employee other than as provided in subparagraph (a) or (b) above.

D2.19 Leave of Absence. The words “Leave of Absence” shall mean a period of interruption of the active employment of an Employee granted by a Related Company or a Predecessor Company, in accordance with an established policy of such company uniformly applied, at the request of or with the consent of the Employee with the understanding that the

Employee will return to active employment at the expiration of the Leave of Absence. A Leave of Absence shall be of definite duration, but may be extended by the employing Related Company for additional periods. A Leave of Absence shall end on the earliest of the death, retirement, Termination of Employment or return to active employment of the Employee or the expiration of the period of the Leave of Absence.

D2.20 Military Leave. The words “Military Leave” shall mean a period of interruption of the active employment of an Employee caused by Military Service as defined in Section A2.25 hereof.

D2.21 1993 Centerior Plan. The words “1993 Centerior Plan” shall mean the Centerior Energy Corporation Retirement Plan in effect for the period from December 31, 1993 through December 31, 2006.

D2.22 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a CEI Participant the later of:

- (a) his sixty-fifth (65th) birthday; or
- (b) his completion of five (5) years of Eligibility Service.

D2.23 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a CEI 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).

D2.24 Participating Employer. The words “Participating Employer” shall mean CEI or any Affiliate which is or shall become a Participating Employer under The Cleveland Electric Illuminating Company Constituent Plan pursuant to Article A13 hereof, but only for periods while it is deemed to be a Participating Employer (called “Participating Company” prior

to January 1, 2007) under The Cleveland Electric Illuminating Company Constituent Plan or a Predecessor Plan.

D2.25 Pre-1988 CEI Plan; 1988 CEI Plan; Pre-1989 CEI Plan. The words “Pre-1988 CEI Plan” shall mean The Cleveland Electric Illuminating Company Revised Pension Plan, as in effect, amended, revised and restated from time to time prior to January 1, 1988. The words “1988 CEI Plan” shall mean the Centerior-Cleveland Electric Illuminating Company Amended and Restated Pension Plan, as in effect for 1988. The words “Pre-1989 CEI Plan” shall mean the Pre-1988 CEI Plan and, for the period from January 1, 1988 through December 31, 1988, the 1988 CEI Plan.

D2.26 Predecessor Company. The words “Predecessor Company” shall mean any corporation (1) of which CEI is successor by reason of having acquired, directly or indirectly, all or substantially all of its business and assets by purchase, merger, consolidation or liquidation, or (2) from which CEI shall have acquired a business formerly conducted by such corporation; provided, however, that in the case of any such corporation which shall have continued to conduct a trade or business subsequent to the acquisition by CEI referred to in clause (1) or (2) hereof, the status of such corporation as a “Predecessor Company” shall relate only to the period of time prior to the date of consummation of such acquisition.

For purposes of The Cleveland Electric Illuminating Company Constituent Plan, the Power and Light Building Company (a former subsidiary of CEI since merged with The Toledo Edison Company), the Electrical League of Cleveland Company, the Municipal Electric Distribution System of the Village of Willoughby, and the City of Berea Municipal Electric Plant and Distribution System shall be considered Predecessor Companies.

D2.27 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part D, any one of the following:

- (a) the Pre-1988 CEI Plan;
- (b) the 1988 CEI Plan;
- (c) the Pre-1989 CEI Plan;
- (d) the Centerior-CEI Plan; or
- (e) the 1993 Centerior Plan.

D2.28 Related Company. The words “Related Company” shall mean a Participating Employer or an Affiliate.

D2.29 Surviving Spouse. The words “Surviving Spouse” shall mean with respect to benefit distributions commencing on and after June 26, 2013, an individual who is in a relationship recognized as a valid and legal marriage with the CEI Participant on his Benefit Commencement Date (whether or not the CEI Participant and such individual were married on the date of the CEI Participant’s death) both under the laws of the state (including for this purpose any domestic or foreign jurisdiction having the legal authority to sanction marriages) in which the marriage was entered into, and for purposes of ERISA and Sections 401 through 417 of the Code. The provisions of this Section in effect prior to June 26, 2013 shall continue to apply with respect to benefit distributions which commenced prior to such date and related matters, except to the extent otherwise required in guidance issued on or after such date with respect to ERISA and such Sections of the Code. The Administrator may require CEI Participants to provide such evidence of marital status as it determines appropriate, taking into account any circumstances.

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

D2.30 Termination of Employment. The words “Termination of Employment” shall mean with respect to an Employee the date when he shall have ceased to be an Employee within the meaning of Section D2.15 hereof. Without limiting the generality of the foregoing, for purposes of this Part D and as applied to any CEI Bargaining Unit Employee, an Employee who shall have failed to return to active employment at the expiration of a Leave of Absence, Military Leave (for a reason other than death) or Layoff shall be deemed to have incurred a Termination of Employment upon the expiration of such Leave of Absence, Military Leave or Layoff.

D2.31 UWUA Local 270 (except Perry Techs). The words “UWUA Local 270 (except Perry Techs)” shall mean the Utility Workers Union of America (Affiliated with AFL-CIO) Local No. 270 excluding the Utility Workers Union of America (Affiliated with AFL-CIO) Local No. 270 at Perry, Ohio who were certified as a bargaining unit on September 28, 2007.

D2.32 Vested Former CEI Participant. The words “Vested Former CEI Participant” shall mean a former CEI Participant who has incurred a Break in Service with eligibility for future retirement income but who is not yet eligible to begin to receive payment of his retirement income.

D2.33 Vested Termination of Employment. The words “Vested Termination of Employment” shall mean the termination of a CEI Participant’s employment at a time when he has a nonforfeitable right to a benefit but is not eligible to commence receiving benefits.

ARTICLE D3

ELIGIBILITY AND PARTICIPATION

D3.1 Requirements.

- (a) Each CEI Bargaining Unit Employee who was both:
 - (i) a Part C Participant under the 1993 Centerior Plan; and
 - (ii) an Employee;

on December 31, 2006 became a CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan on January 1, 2007 if he was still employed as a CEI Bargaining Unit Employee on January 1, 2007. Each such CEI Bargaining Unit Employee's status is determined pursuant to Section D3.3 hereof.

- (b) Subject to Article A12 hereof, no other CEI Bargaining Unit Employee nor any other Employee, including a new Employee or rehired Employee, shall become a CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan on or after January 1, 2007.

Notwithstanding any provision of The Cleveland Electric Illuminating Company Constituent Plan or the Plan to the contrary and in clarification of the foregoing provisions of this Section, no Employee who is hired on or after January 1, 2007 or is rehired on or after January 1, 2007 shall become a CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan.

D3.2 Former Employees. If a former Employee, who was previously a CEI Participant or a Part C Participant under a Predecessor Plan, is rehired as a CEI Bargaining Unit Employee, he shall not become a CEI Participant and shall not accrue any further benefits under The Cleveland Electric Illuminating Company Constituent Plan. If such CEI Bargaining Unit Employee is rehired at a time when his prior Eligibility Service under The Cleveland Electric Illuminating Company Constituent Plan is cancelled, he shall not have an Accrued Benefit under The Cleveland Electric Illuminating Company Constituent Plan.

D3.3 Status of Participant. The status of a CEI Participant shall be determined

as follows:

- (a) He shall be a CEI Participant so long as he is a CEI Bargaining Unit Employee, and shall cease to be a CEI Participant when he shall have ceased to be a CEI Bargaining Unit Employee.
- (b) He shall be considered to be an Inactive CEI Participant during any period in which he continues to be an Employee but is not a CEI Bargaining Unit Employee, provided he has been a CEI Participant subsequent to his Effective Employment Date. In addition, if he was an Inactive Part C Participant under the 1993 Centerior Plan on December 31, 2006, he became an Inactive CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan on January 1, 2007 if he was still employed on January 1, 2007. Finally, any other Employee who is not a CEI Participant but who has an accrued benefit under The Cleveland Electric Illuminating Company Constituent Plan which has not been cancelled shall be considered to be an Inactive CEI Participant.
- (c) If he is on a Leave of Absence, Military Leave or Layoff and was a CEI Participant immediately prior to the start of such Leave or Layoff, he shall continue to be a CEI Participant during the term of such Leave or Layoff. In addition, if he was on a Leave of Absence, Military Leave or Layoff and was a Part C Participant under the 1993 Centerior Plan on December 31, 2006, he shall be a CEI Participant during the period of such Leave of Absence, Military Leave or Layoff which continues after December 31, 2006.

ARTICLE D4

CREDITING OF SERVICE

D4.1 Reason for Eligibility Service. The eligibility of a CEI Participant to receive a benefit under The Cleveland Electric Illuminating Company Constituent Plan, to the extent such eligibility is dependent upon service, shall be determined with reference to his Eligibility Service as defined in Section D4.2 hereof.

D4.2 Eligibility Service. The Eligibility Service of a CEI Participant under The Cleveland Electric Illuminating Company Constituent Plan at any time shall be the sum of the following:

- (a) His Current Eligibility Service accrued subsequent to his Last Hiring Date, determined as provided in Section D4.3 hereof.
- (b) Any Eligibility Service relating to a period of employment prior to his Last Hiring Date which shall have been reinstated as provided in Section D4.4 hereof.

Prior to January 1, 2007, "Eligibility Service" was referred to as "Credited Eligibility Service."

D4.3 Current Eligibility Service. The Current Eligibility Service at a particular time of a CEI Participant shall be the number of full and fractional (to the nearest tenth) years equal to the period of time which shall have elapsed since his Last Hiring Date.

D4.4 Reinstatement of Prior Eligibility Service. If a CEI Participant shall have been an Employee at some time prior to his Last Hiring Date, he shall be entitled to a reinstatement of some part or all of his Eligibility Service relating to the period or periods of employment preceding his Last Hiring Date, under the following conditions:

- (a) If he was vested under The Cleveland Electric Illuminating Company Constituent Plan, the Centerior-CEI Plan or the Pre-1988 CEI Plan immediately prior to his Last Hiring Date, he shall be entitled to the reinstatement of all of the Eligibility Service which he had on the most

recent date prior to his Last Hiring Date on which he ceased to be an Employee.

- (b) If he was not entitled to the reinstatement provided for in subparagraph (a) above, and if:
 - (i) His most recent Termination of Employment prior to his Last Hiring Date occurred on or after January 1, 1976;
 - (ii) Either:
 - (A) The period of time elapsing between the date of such prior Termination of Employment and his Last Hiring Date was not more than his years of Eligibility Service at the date of such prior Termination of Employment; or
 - (B) The period of time elapsing between the date of such prior Termination of Employment and his Last Hiring Date was less than five (5) years (except this subparagraph (B) shall not apply to the reinstatement of any Eligibility Service with which he was credited at the time of a Termination of Employment occurring prior to January 1, 1985 if his right to reinstatement thereof under the terms of subparagraph (A), above, had expired prior to January 1, 1985); and
 - (iii) He shall have accrued at least one (1) year of Eligibility Service subsequent to his Last Hiring Date;

he shall be entitled to the reinstatement of so much of the Eligibility Service which he had on the date of occurrence of said prior Termination of Employment as related to his period of employment on and after January 1, 1976.

- (c) If an Employee begins an absence from employment on or after January 1, 1985 that qualifies as a Maternity/Paternity Leave of Absence and if he also incurs a Termination of Employment at the start of or during such Maternity/Paternity Leave of Absence, solely for the purpose of subparagraph (b)(ii) above, the period of time elapsing between such Termination of Employment and the Employee's Last Hiring Date, if he is subsequently reemployed, shall be deemed not to include any period occurring prior to whichever of the following dates occurs first:
 - (i) the second anniversary of the start of the Maternity/Paternity Leave of Absence;
 - (ii) the first anniversary of such Termination of Employment; or

- (iii) the first anniversary of the date on which his absence otherwise ceased to qualify as a Maternity/Paternity Leave of Absence.

D4.5 Crediting of Service During Disability. Eligibility Service shall be credited during a CEI Participant's period of disability to the extent provided in Section D7.1 hereof.

D4.6 No Duplication. No CEI Participant shall be entitled to duplicate credit for Eligibility Service for any period of employment.

ARTICLE D5

ELIGIBILITY FOR RETIREMENT INCOME

D5.1 Normal Retirement. A CEI Participant who retires from employment on or after his Normal Retirement Age shall, upon making application therefor, be entitled to receive normal retirement income as described in Section D6.1 or D6.4 hereof. The right of a CEI Participant who has attained his Normal Retirement Age to receive upon his retirement normal retirement income under Section D6.1 or D6.4 hereof shall be a vested right, subject to the provisions of The Cleveland Electric Illuminating Company Constituent Plan regarding form and terms of payment. A CEI Participant who continues in the employ of a Participating Employer or an Affiliate beyond his Normal Retirement Age shall be provided with the notification described in Department of Labor regulation Section 2530.203-3.

D5.2 Early Retirement. A CEI Participant who has not attained his Normal Retirement Age may elect to retire at any time after he has attained at least Age fifty-five (55) and is credited with at least ten (10) years of Eligibility Service. Following such retirement he shall, upon making application therefor, receive early retirement income described in Section D6.2 or D6.3 hereof, whichever shall be applicable.

D5.3 Terminated Vested Retirement. A CEI Participant who incurs a Termination of Employment at a time when he is credited with at least five (5) years of Eligibility Service which is followed by a Break in Service and who shall not have qualified for normal retirement income or early retirement income under Article D6 hereof by reason of such Termination of Employment, shall, upon making application therefor, be entitled to receive terminated vested retirement income as provided in Section D6.5 hereof.

ARTICLE D6
RETIREMENT INCOME

D6.1 Normal Retirement Income. Subject to the applicable provisions of Article D8 hereof, the normal retirement income payable hereunder to a CEI Participant who shall have retired as provided in Section D5.1 hereof shall be an income for life commencing on his retirement date (except as provided in Section D2.2 hereof) and ending on the date of his death, which income shall be payable in monthly installments equal to the larger of:

- (a) one-twelfth (1/12th) of the sum of 2.125% of the CEI Participant's Credited Career Earnings for each Plan Year; or
- (b) the minimum normal retirement income calculated under Section D6.4 hereof.

In addition, each CEI Participant who:

- (i) was laid off on or about May 29, 1998;
- (ii) was on layoff with recall rights from CEI and/or FirstEnergy Nuclear Operating Co. as of May 30, 2000;
- (iii) had not elected severance benefits during the period which commenced on July 11, 2000 and ended on August 24, 2000;
- (iv) accepted a recall during the period which commenced on January 1, 1999 and ended May 1, 2002; and
- (v) had duly executed the "Agreement to Release in Full" provided to him;

shall be credited with an additional year of Credited Career Earnings under subparagraph (a) above. Notwithstanding Section D2.10 hereof to the contrary, such additional year of Credited Career Earnings shall equal such CEI Participant's straight-time hourly rate as of the date of his Layoff multiplied by 2,080 (but not in excess of the Compensation Limit).

D6.2 Regular Early Retirement Income. Subject to the applicable provisions of Article D8 hereof, the regular early retirement income payable hereunder to a CEI Participant who shall have retired as provided in Section D5.2 hereof at a time when he was not eligible for special unreduced early retirement income under Section D6.3 hereof shall be whichever of the following the retired CEI Participant may elect:

- (a) Immediate retirement income, payable in monthly installments commencing on the date of his early retirement (except as provided in Section D2.2 hereof) and ending at the date of his death, the monthly amount of such retirement income being the product obtained by multiplying the monthly amount of his Accrued Benefit, determined with respect to such CEI Participant at the date of his early retirement, by the applicable factor determined with respect to the Age of the CEI Participant at his Benefit Commencement Date under the following table:

<u>Age at Benefit Commencement Date</u>	<u>Factor</u>
64	100%
63	100%
62	100%
61	94%
60	87%
59	81%
58	74%
57	68%
56	62%
55	56%

(With appropriate straight line interpolation.)

- (b) Deferred retirement income payable in monthly installments commencing on his Normal Retirement Date (except as provided in Section D2.2 hereof) and ending on the date of his death, the monthly amount of such retirement income to be equal to the monthly amount of his Accrued Benefit at the date of his early retirement; or
- (c) Accelerated retirement income, payable in monthly installments commencing on the first day of any calendar month after the CEI Participant's retirement and prior to his Normal Retirement Date that he designates (which date shall be not less than thirty (30) days after the date on which his application for benefits is filed) and ending on the date of his death, the monthly amount of such retirement income being the product

obtained by multiplying the monthly amount of his Accrued Benefit, determined with respect to such CEI Participant at the date of his early retirement, by the applicable factor determined with respect to the Age of the CEI Participant at his Benefit Commencement Date under the table set forth in subparagraph (a) above.

D6.3 Special Early Retirement Income. Subject to the applicable provisions of Article D8 hereof, the early retirement income payable hereunder to a CEI Participant who was hired on or prior to May 1, 2003 and who shall have retired as provided in Section D5.2 hereof on or after January 1, 2015 and prior to January 1, 2023 at a time when he shall have attained at least Age fifty-eight (58) and is credited with at least thirty-five (35) years of Eligibility Service shall be the following:

- (a) Immediate retirement income, payable in monthly installments beginning on the date of his early retirement (except as provided in Section D2.2 hereof) and ending at the date of his death, the monthly amount of such income to be equal to the monthly amount of his Accrued Benefit at the date of his early retirement; plus
- (b) Temporary income of Five Hundred Fifty Dollars (\$550.00) per month if the CEI Participant's retirement hereunder is on or after January 1, 2015 and prior to January 1, 2023. Payment of the temporary income will begin in the month following his retirement (or the month in which his retirement occurs if he retires on the first day of the month) and will continue for whichever of the following periods is applicable:
 - (i) If the CEI Participant has not attained Age sixty-one (61) at the time of his retirement, temporary income will be paid each month while he continues in retirement to and including the month in which he attains Age sixty-two (62); provided, however, that in no event will he receive more than forty-eight (48) months of payments; or
 - (ii) If the CEI Participant has attained at least Age sixty-one (61) at the time of his retirement, temporary income will be paid each month while he continues in retirement for a period of twelve (12) months or to and including the month in which he attains his Social Security Retirement Date, whichever occurs last. A CEI Participant's "Social Security Retirement Date" is the earliest date on which he is entitled to retirement income (other than for disability) under the Social Security Act.

- (iii) If the CEI Participant should die after his retirement under this Section but prior to the expiration of the period for which his temporary income would have been payable under subparagraph (i) or (ii) above if he had lived and if (1) either the Automatic Joint and Surviving Spouse Annuity Option is in effect for the CEI Participant or an optional form of payment under Section D8.3 hereof is in effect with the CEI Participant's spouse as the Joint Annuitant or Contingent Beneficiary and (2) the CEI Participant is survived by his spouse, the temporary income that would have been payable to the CEI Participant if he had lived shall instead be paid to his surviving spouse for the remainder of the applicable period under subparagraph (i) or (ii) above or to and including the month in which the surviving spouse dies, whichever occurs first. No temporary income shall be payable to a non-spouse Joint Annuitant or Contingent Beneficiary.

D6.4 Minimum Normal Retirement Income. The minimum normal retirement income to which a CEI Participant is otherwise entitled hereunder upon his retirement under the terms of Section D5.1 hereof shall not be less than the normal retirement income which he would have received under Section D6.1 hereof if his retirement income had commenced on his Normal Retirement Date (before any adjustment under Article D8 hereof).

D6.5 Terminated Vested Retirement Income. Subject to the applicable provisions of Article D8 hereof, the terminated vested retirement income payable to a CEI Participant who has terminated employment under the circumstances described in Section D5.3 hereof shall be deferred retirement income payable in monthly installments commencing on the later of his Normal Retirement Date and the first day of the first calendar month ending on or after his date of Termination of Employment (except as provided in Section D2.2 hereof) and ending on the date of his death, the monthly amount of such retirement income being equal to the monthly amount of his Accrued Benefit at the date on which such Termination of Employment occurred, except that:

- (a) A Vested Former CEI Participant shall have the right, upon reaching Age fifty-five (55), to elect to accelerate the commencement of his terminated

vested retirement income, on a reduced actuarial equivalent basis, (determined by multiplying the monthly amount otherwise payable by the applicable factor determined with respect to the Age of the CEI Participant at his Benefit Commencement Date under the table set forth on Appendix I-A hereof) to the first day of any calendar month occurring after his attainment of Age fifty-five (55) and prior to his Normal Retirement Date.

- (b) Notwithstanding the foregoing, each such CEI Participant who satisfies all of the following requirements may elect to accelerate the commencement of his terminated vested retirement income to any day within the ten (10) year period preceding his Normal Retirement Date in which case his accelerated retirement income shall be reduced for each month by which his Benefit Commencement Date precedes his Normal Retirement Date in accordance with Section D6.2(a) hereof:
 - (i) Termination of Employment occurs while he is in CEI Covered Employment (but not prior to May 1, 2000);
 - (ii) At the time of Termination of Employment, such CEI Participant is at least Age fifty (50) but not Age fifty-five (55) or older and has ten (10) or more years of Eligibility Service;
 - (iii) Such CEI Participant's Termination of Employment occurs under circumstances that qualifies him for benefits under the FirstEnergy Severance Benefits Plan;
 - (iv) Such CEI Participant elects to receive severance benefits under the FirstEnergy Severance Benefits Plan and duly executes the Agreement to Release in Full provided by the Company in accordance with said Plan; and
 - (v) Such CEI Participant does not revoke the election specified in subparagraph (b)(iv) above.
- (c) Notwithstanding the foregoing subsections, a CEI Participant who satisfies the following requirements may elect to accelerate the commencement of his terminated vested retirement income to the first day of any month within the ten (10) year period preceding his Normal Retirement Date, in which case his accelerated retirement income shall be reduced for each month by which his Benefit Commencement Date precedes his Normal Retirement Date in accordance with Section D6.2(a) hereto:
 - (i) the CEI 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 CEI 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 CEI 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 CEI Participant who satisfies the following requirements may elect to accelerate the commencement of his terminated vested retirement income to the first day of any month within the ten (10) year period preceding his Normal Retirement Date, in which case his accelerated retirement income shall be reduced for each month by which his Benefit Commencement Date precedes his Normal Retirement Date in accordance with Section D6.2(a) hereto:
- (i) the CEI 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 CEI 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.
- (e) An election to accelerate terminated vested retirement income shall be made by filing an application for such retirement income in accordance with Section A4.6 hereof at least thirty (30) days prior to the month in which such accelerated retirement income is to commence and by

indicating therein the month in which the retirement income is to commence.

D6.6 Terminated Vested Retirement Income of Former Disability Pensioner.

Notwithstanding Section D6.5 hereof, the amount of terminated vested retirement income payable to a Vested Former CEI Participant who shall have been a Disability Pensioner shall be actuarially reduced to the extent necessary to reflect the actuarial value (determined in accordance with Section (2) of Appendix I hereof) of the temporary disability benefit payments which he received under Section 5C.2 of the 1993 Centerior Plan or the 1988 CEI Plan or under Section 6.3 of the Pre-1988 CEI Plan.

D6.7 Re-employment of a Retired CEI Participant. Notwithstanding any other provision of the Plan, if a retired CEI Participant shall be re-employed by a Related Company, the payment of the retirement income which he had theretofore been receiving under The Cleveland Electric Illuminating Company Constituent Plan shall terminate with the payment for the month following the month in which he is reemployed. Upon his subsequent retirement or Vested Termination of Employment he shall be entitled to such retirement income for which he is then eligible under the terms of The Cleveland Electric Illuminating Company Constituent Plan; provided, however, that his Accrued Benefit or normal retirement income on which the amount of such subsequent retirement income is based shall be:

- (a) increased if and to the extent required so it:
 - (i) is not less than his Accrued Benefit under The Cleveland Electric Illuminating Company Constituent Plan at the time of his previous retirement or Termination of Employment; and
 - (ii) includes any post-retirement increases in retirement income to which he became entitled under the terms of The Cleveland Electric Illuminating Company Constituent Plan prior to his reemployment; and

- (b) increased actuarially to reflect the value of any retirement income payments which were suspended and not paid to him as a result of his reemployment.

No retired CEI Participant who is re-employed after his Normal Retirement Date shall be considered to have once more become a Participant for purposes of The Cleveland Electric Illuminating Company Constituent Plan until the later of:

- (A) the first day of the first calendar month following his reemployment in which he shall have one or more “hours of service” (as defined below) on at least eight (8) separate days; or
- (B) the date on which he shall have received such notice of the suspension of his retirement income as required by Department of Labor regulation Section 2530.203-3.

For purposes of this Section, an “hour of service” is each hour for which an Employee is paid or entitled to payment for the performance of duties for a Related Company and also each hour for which an Employee is paid or entitled to payment by a Related Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. A payment shall be deemed to be made by or due from a Related Company regardless of whether such payment is made by or due from the Related Company directly, or indirectly through, among others, a trust, fund or insurer to which the Related Company contributes or pays premiums and regardless of whether contributions made or due to the trust, fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

In accordance with Section D3.2 hereof, a rehired CEI Participant shall not accrue any further benefits under The Cleveland Electric Illuminating Company Constituent Plan. Any

future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

D6.8 Re-employment of Vested Former CEI Participant. Notwithstanding any other provision of The Cleveland Electric Illuminating Company Constituent Plan, if a Vested Former CEI Participant shall be re-employed, his right to apply for retirement income by reason of his prior Vested Termination of Employment shall be canceled; provided, however, that:

- (a) upon his subsequent retirement or Vested Termination of Employment, his Accrued Benefit or normal retirement income at that time shall in no event be less than his Accrued Benefit under The Cleveland Electric Illuminating Company Constituent Plan at the time of his prior Vested Termination of Employment; and
- (b) no Vested Former CEI Participant who is re-employed after his Normal Retirement Date shall be considered to have once more become a Participant for purposes of The Cleveland Electric Illuminating Company Constituent Plan until the later of:
 - (i) the first day of the first calendar month following his employment in which he shall have one or more “hours of service” (as defined in Section D6.7 hereof) on at least eight (8) separate days; or
 - (ii) the date on which he shall have received such notice of the suspension of his retirement income as required by Department of Labor regulation Section 2530.203-3.

In accordance with Section D3.2 hereof, a rehired Vested Former CEI Participant shall not accrue any further benefits under The Cleveland Electric Illuminating Company Constituent Plan. Any future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

ARTICLE D7

DISABILITY

D7.1 Disability Status.

- (a) A CEI Participant who has completed at least ten (10) years of Eligibility Service and who qualifies for benefits under a Participating Employer's long-term disability plan shall be "disabled."
- (b) A CEI 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" for periods commencing on or after January 1, 2007 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 CEI Participant's continued disability.
- (d) During a CEI Participant's period of disability, as described in subparagraph (a) or (b) above, he shall be credited with Eligibility Service unless he shall retire after his attainment of Age fifty-five (55) in which event he shall cease to be credited with Eligibility Service on his date of early retirement ("early retirement date"). If a CEI 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 CEI 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;

his disability payments under Section D7.2 hereof shall cease, and unless he has previously retired on an early retirement date, shall, if he does not thereupon return to employment with a Participating Employer or an Affiliate, be treated as though he had terminated his employment as of the

date he ceased to be disabled, ceased to qualify for benefits under a Participating Employer's long-term disability plan, or, if applicable, as of a date reasonably fixed by the Administrator following his failure to furnish satisfactory evidence of his continuing disability. In no event shall disability payments under Section D7.2 hereof and crediting of Eligibility Service during disability continue after the earlier of his Normal Retirement Date or death. Upon reaching his Normal Retirement Date, a CEI Participant's disability payments under Section D7.2 hereof and crediting of Eligibility Service during disability shall cease.

D7.2 Disability Payments. A CEI Participant who is determined to be disabled under Section D7.1(a) or D7.1(b) hereof and has made proper application for benefits in accordance with Section A4.6 hereof shall receive, commencing as of the first day of the month following such determination, a monthly disability payment of Four Hundred Dollars (\$400.00), reduced monthly by any other amounts then currently paid and received by him on account of his disability and paid by a Participating Employer or provided in whole or in part by premiums, taxes or other payments paid by or at the expense of a Participating Employer, including Workers' Compensation benefits, but not reduced by any Social Security disability benefits or benefits under a Participating Employer's long-term disability plan.

ARTICLE D8

FORMS OF PAYMENT

D8.1 Normal Forms. The normal form of payment of normal retirement income under Section D6.1 or D6.4 hereof, early retirement income under Section D6.2 or D6.3 hereof (excluding any temporary monthly income under Section D6.3(b) hereof) or terminated vested retirement income under Section D6.5 or D6.6 hereof that is payable to a CEI Participant will be as follows:

- (a) Single Life Annuity Option. With respect to a CEI Participant who does not have a spouse living at the Benefit Commencement Date of such retirement income who is entitled to the Automatic Joint and Surviving Spouse Annuity Option described in subparagraph (b) below, in the form of the Single Life Annuity Option which is monthly income in the amount determined in accordance with such Section, payable to the CEI Participant for his lifetime only.

- (b) Automatic Joint and Surviving Spouse Annuity Option. With respect to a CEI Participant who has a spouse living at the Benefit Commencement Date of such retirement income (each such person being hereinafter referred to as “eligible pensioner”), in the form of the Automatic Joint and Surviving Spouse Annuity Option which is a joint and survivor annuity under which a reduced monthly income shall be payable to the eligible pensioner during his life (determined by multiplying the monthly amount of the retirement income otherwise payable to the eligible pensioner by the applicable factor determined on the basis described in Section (2) of Appendix I hereof) and after his death, a monthly income equal to one-half (1/2) of such reduced monthly income shall be payable for life to the Surviving Spouse to whom the eligible pensioner was married at his Benefit Commencement Date (whether or not they are still married at the date of the eligible pensioner’s death).

D8.2 Election of Other Forms. Subject to certain restrictions described herein and in Section D8.3 hereof, in lieu of receiving his retirement income in accordance with the applicable normal form set forth in Section D8.1 hereof, a CEI Participant may elect another form of payment, as follows:

- (a) Any CEI Participant whose normal form of payment is the Automatic Joint and Surviving Spouse Annuity Option may elect to receive his retirement income pursuant to the Single Life Annuity Option.
- (b) A CEI Participant who is eligible to receive retirement income which is payable under Section D6.1, D6.2, D6.3, D6.4, D6.5 or D6.6 hereof may elect to receive his retirement income pursuant to an optional form of payment described in Section D8.3 hereof which is available to him.

The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such CEI Participant's Benefit Commencement Date, provide such CEI Participant with a written explanation of:

- (i) the terms and conditions of the normal forms (without options) set forth in Section D8.1 hereof and the applicable optional forms set forth in Section D8.3 hereof;
- (ii) his right to make, and the effect of, an election under this Section not to receive his retirement income pursuant to the normal form set forth in Section D8.1 hereof;
- (iii) the rights of a married CEI Participant's Surviving Spouse in regard to such election;
- (iv) his right to make, and the effect of, a revocation of such an election;
- (v) the relative values of the forms of payment which are available to him; and
- (vi) if applicable, his right to defer receipt of his retirement income and the consequences of failing to defer receipt of his retirement income.

Any election of another form of payment shall be made by a CEI Participant within the ninety (90) days prior to his Benefit Commencement Date (the "90-day Election Period"); provided, however, that if a CEI Participant has made such an election prior to the 90-day Election Period, such election must be confirmed in writing by the CEI Participant within the 90-day Election Period. The Benefit Commencement Date of a CEI Participant shall be delayed, if necessary, to insure that a CEI Participant 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:

- (A) Such written explanation may be provided after the date as of which the CEI Participant's retirement income 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.
- (B) A CEI 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 CEI Participant's retirement income is to commence (or to waive the thirty (30) day requirement under subparagraph (A) above) if:
 - 1) the Administrator provides information clearly indicating the CEI Participant has the right to at least thirty (30) days to consider whether to waive the normal form of payment described in Section D8.1 hereof and consent to another form of payment;
 - 2) the retirement income commences more than seven (7) days after such explanation is received;
 - 3) the CEI 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 CEI Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the CEI Participant, shall designate the Joint Annuitant and the Selected Percentage if he shall have selected the Joint and Survivor Annuity Option or the Modified Joint

and Survivor Annuity Option and shall designate the Contingent Beneficiary if he shall have selected the Five (5) Year Certain Annuity Option, the Ten (10) Year Certain Annuity Option or the Fifteen (15) Year Certain Annuity Option. Any designation of a Contingent Beneficiary shall be made in accordance with Section D8.6 hereof. 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 CEI Participant will be required prior to the payment of retirement income under the Joint and Survivor Annuity Option or the Modified Joint and Survivor Annuity Option.

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

D8.3 Optional Forms of Payment. The optional forms of payment of retirement income under The Cleveland Electric Illuminating Company Constituent Plan are as follows:

(a) Commuted Benefit Option.

- (i) A CEI Participant who was hired on or prior to May 1, 2003 and who is not eligible to elect or receive a lump sum payment pursuant to Section A11.5 hereof shall have the right to apply to receive, in lieu of any normal retirement income or early retirement income (including any temporary monthly income to which he is entitled under Section D6.3(b) hereof) to which he would otherwise be entitled under The Cleveland Electric Illuminating Company Constituent Plan ("Non-Commuted Benefit") and in discharge and full satisfaction of such retirement income, a Commuted Benefit consisting of a single sum to be paid as of the Benefit Commencement Date of the Non-Commuted Benefit which he would otherwise have been entitled to receive

(with actual payment to be made as soon thereafter as reasonably and administratively practicable) in an amount equal to the present value of such Non-Commutated Benefit at the Benefit Commencement Date, determined as provided in Section (1) of Appendix I hereof.

- (ii) A CEI Participant who was hired on or prior to May 1, 2003 and who is not eligible to elect or receive a lump sum payment pursuant to Section A11.5 hereof that:
 - (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”) and becomes an employee of an unrelated entity (“Buyer”) in a transaction that is either:
 - 1) the sale of all or part of the FES business unit, including the sale of any assets; or
 - 2) a transfer of the assets in the FES business unit;
 - (B) at the time of emergence, had ten (10) Years of Eligibility Service; and
 - (C) continues to work for such Buyer or a subsequent buyer until he attains Age fifty-five (55),

shall have the right to apply and receive, in lieu of the Non-Commutated Benefit and in discharge and full satisfaction of such retirement income, a Commuted Benefit consisting of a single sum to be paid as of the Benefit Commencement Date of the Non-Commutated Benefit which he would otherwise have been entitled to receive (with actual payment to be made as soon thereafter as reasonably and administratively practicable) in an amount equal to the present value of such Non-Commutated Benefit at the Benefit Commencement Date, determined as provided in Section (1) of Appendix I hereof.

Such application shall be made in accordance with Section A4.6 hereof prior to such Benefit Commencement Date. The Administrator shall consider such application not earlier than ninety (90) days prior to such Benefit Commencement Date and shall grant such application and authorize the payment of such Commuted Benefit in accordance with the following terms and conditions:

- (i) Both the CEI Participant and any spouse to whom the CEI Participant is married on the Benefit Commencement Date of his Non-Commutated Benefit must provide written statements to the Administrator, either notarized or witnessed by a Plan representative, acknowledging that after such Benefit Commencement Date, the Commuted Benefit will be the sole benefit payable under The Cleveland Electric Illuminating Company Constituent Plan to the CEI Participant, no benefit will be paid to the CEI Participant's spouse or any other Beneficiary, and the Commuted Benefit will be payable in lieu of any other pension, retirement income or survivor benefit that would have been payable under The Cleveland Electric Illuminating Company Constituent Plan if the Commuted Benefit had not been elected.
 - (ii) A failure on the part of the CEI Participant to furnish any available information which is required hereunder shall cause the CEI Participant to be ineligible for the Commuted Benefit. If the Administrator shall reject such application, the CEI Participant shall receive the benefit to which he is entitled under The Cleveland Electric Illuminating Company Constituent Plan as if no application for a Commuted Benefit has been made.
- (b) Annuity Options. Subject to the provisions of this Article, a CEI Participant may elect to convert any normal retirement income, early retirement income (excluding any temporary monthly income to which he is entitled under Section D6.3(b) hereof) or terminated vested retirement income which would otherwise become payable to him under The Cleveland Electric Illuminating Company Constituent Plan into a reduced monthly amount of equivalent actuarial value (determined by multiplying the monthly amount otherwise payable by the applicable factor determined on the basis described in Section (2) of Appendix I hereof) in whichever of the following forms the CEI Participant may designate:
- (i) Joint and Survivor Annuity Option. A joint and survivor annuity under which a reduced monthly income is payable to the retired CEI Participant during his life, and after his death 25%, 50%, 75% or 100%, as designated by the CEI Participant when he elects this Option (the "Selected Percentage"), of such amount shall continue to be paid monthly, for life, to the Joint Annuitant designated by him at such time. However, if the designated Joint Annuitant is a person who is not the spouse of the CEI 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.

- (ii) Modified Joint and Survivor Annuity Option. If a CEI Participant has elected a Joint and Survivor Annuity Option as provided in subparagraph (i) of this paragraph (b), he may elect to receive a further actuarially reduced amount of retirement income for life which shall be payable in accordance with his election under this paragraph (b) but with the provision that in the event his Joint Annuitant shall die after the commencement of retirement income to him but during his life, the retirement income payable to him following the death of his Joint Annuitant shall be increased to the amount which would have been payable to him had he elected to receive the Single Life Annuity Option.
- (iii) Fifteen (15) Year Certain Annuity Option. A life annuity under which a reduced monthly income is payable to the retired CEI Participant during his life, with a guarantee that if he shall die prior to having received one hundred eighty (180) monthly payments, the remainder of said one hundred eighty (180) monthly payments will continue to be paid at the same monthly rate to the Contingent Beneficiary designated by him as provided in Sections D8.2 and D8.6 hereof.
- (iv) Ten (10) Year Certain Annuity Option. A life annuity under which a reduced monthly income is payable to the retired CEI Participant during his life, with a guarantee that if he shall die prior to having received one hundred twenty (120) monthly payments, the remainder of said one hundred twenty (120) monthly payments will continue to be paid at the same monthly rate to the Contingent Beneficiary designated by him as provided in Sections D8.2 and D8.6 hereof.
- (v) Five (5) Year Certain Annuity Option. A life annuity under which a reduced monthly income is payable to the retired CEI Participant during his life, with a guarantee that if he shall die prior to having received sixty (60) monthly payments, the remainder of said sixty (60) monthly payments will continue to be paid at the same monthly rate to the Contingent Beneficiary designated by him as provided in Sections D8.2 and D8.6 hereof.

D8.4 Revocation or Change of Election. A CEI Participant who has elected an Annuity Option described in Section D8.3(b) hereof may revoke such election at any time prior to his Benefit Commencement Date. A CEI Participant who has elected the Joint and Survivor

Annuity Option or the Modified Joint and Survivor Annuity Option may change the Joint Annuitant and/or the Selected Percentage at any time before his Benefit Commencement Date only by first revoking the election and then incorporating the desired changes in the election of a new Option in the manner prescribed in Sections D8.2 and D8.3 hereof. A CEI Participant who has elected the Fifteen (15) Year Certain Annuity Option, the Ten (10) Year Certain Annuity Option or the Five (5) Year Certain Annuity Option may change the Contingent Beneficiary of the guaranteed payments, in accordance with the provisions of Section D8.6 hereof, at any time before his Benefit Commencement Date without revoking the election and making a new one. No consent of a Joint Annuitant or Contingent Beneficiary shall be required in order to revoke or change the election of an Annuity Option described in Section D8.3(b) hereof (except as may be required under Section D8.2 hereof if the CEI Participant's spouse is the Joint Annuitant or Contingent Beneficiary). A CEI Participant who revokes the election of any form of payment described in this Article may again elect the same or any other such form of payment by complying with the requirements for making such election. A revocation or change of a form of payment must be made in writing on a form prescribed by the Administrator, shall specify the revocation or change, shall be signed by the CEI Participant and shall become effective when received by the Administrator. Notwithstanding the foregoing, the consent of the CEI Participant's spouse shall be required for any such revocation or change, to the extent provided in Section D8.2 hereof, which consent shall be valid only if provided within the 90-day Election Period.

D8.5 Death of CEI Participant, Joint Annuitant or Contingent Beneficiary.

Except as hereinafter otherwise provided, the election of an optional form of payment under this Article by a CEI Participant or the election of the Single Life Annuity Option by a CEI

Participant whose normal form of payment is the Automatic Joint and Surviving Spouse Annuity Option will not become effective unless the CEI Participant lives to the Benefit Commencement Date to which such election relates. The Commuted Benefit that would otherwise be payable to a CEI Participant under Section D8.3(a) hereof will be canceled and will not be paid if the CEI Participant dies before the Benefit Commencement Date of the Non-Commuted Benefit to which it relates; but if the CEI Participant is living on the Benefit Commencement Date and dies before the Commuted Benefit is actually paid, the Commuted Benefit will be paid to the CEI Participant's estate. If the Joint Annuitant designated under the Joint and Survivor Annuity Option or the Modified Joint and Survivor Annuity Option dies prior to the CEI Participant's Benefit Commencement Date, the Option shall be automatically canceled. If the Contingent Beneficiary designated under the Fifteen (15) Year Certain Annuity Option, the Ten (10) Year Certain Annuity Option or the Five (5) Year Certain Annuity Option dies prior to the CEI Participant's Benefit Commencement Date, the CEI Participant may name another Contingent Beneficiary in accordance with the provisions of Section D8.6 hereof or revoke the Option. If the Contingent Beneficiary designated under the Fifteen (15) Year Certain Annuity Option, the Ten (10) Year Certain Annuity Option or the Five (5) Year Certain Annuity Option dies after the CEI Participant's Benefit Commencement Date, the CEI Participant may name another Contingent Beneficiary in accordance with the provisions of Section D8.6 hereof. Notwithstanding the foregoing, the consent of the CEI Participant's spouse shall be required for any such revocation or change, to the extent provided in Section D8.2 hereof, which consent shall be valid only if provided within the 90-day Election Period ending on the Benefit Commencement Date of the retirement income.

D8.6 Designation of Contingent Beneficiary. A CEI Participant who has elected the Fifteen (15) Year Certain Annuity Option, the Ten (10) Year Certain Annuity Option or the Five (5) Year Certain Annuity Option shall have the right to designate one (1) Contingent Beneficiary to receive the remaining guaranteed payments if he dies prior to the expiration of the elected guaranteed years' period. Such designation shall be made by an instrument in writing signed by the CEI Participant at any time and delivered to the Administrator and it may be changed or revoked during the lifetime of the CEI Participant in the same manner. The consent of the CEI Participant's spouse shall be required for any such designation or change, to the extent provided in Section D8.2 hereof, which consent to the designation (but not necessarily to any change) shall be valid only if provided within the 90-day Election Period ending on the Benefit Commencement Date of the retirement income. If the CEI Participant dies during the guaranteed years' period without leaving a validly designated Contingent Beneficiary surviving him, then his Contingent Beneficiary shall be his surviving spouse, or if his spouse does not survive him, his estate. If the Contingent Beneficiary determined and receiving payments under this Section dies before the end of the elected guaranteed years' period, the balance of the guaranteed payments shall be paid to the estate of such deceased Contingent Beneficiary. Any monthly payments which become payable under this Section to the estate of the CEI Participant or to the estate of his Contingent Beneficiary shall be paid to such estate in a single sum equal to the dollar amount of the payment multiplied by the number of remaining monthly guaranteed payments.

D8.7 Payment of Retirement Income. Retirement income payable under The Cleveland Electric Illuminating Company Constituent Plan, other than a Commuted Benefit (as described in Section D8.3(a) hereof), a single sum payment pursuant to Section A11.5 hereof or

a Single Sum Cashout pursuant to Section A11.33 hereof, shall be paid in monthly installments. The actual payment of any retirement income with respect to which an application is required by Section A4.6 hereof need not begin earlier than the fifteenth (15th) day of the month following the month in which the application for such retirement income is filed. If the actual date on which the payment of retirement income begins shall be later than the Benefit Commencement Date of the retirement income, the first payment shall include all monthly installments of such retirement income which have become due on and after the Benefit Commencement Date.

If a CEI Participant begins to receive current payment of monthly retirement income after the Benefit Commencement Date of his retirement income, the first monthly payment of any such retirement income shall be a partial payment in an amount determined on a pro-rata basis with reference to the period of time elapsing between the Benefit Commencement Date and the actual date on which the payment of retirement income begins, and if his entitlement to receive monthly retirement income terminates due to his death on a day other than the normal monthly payment date, the last monthly payment of such retirement income shall be made on the first day of the month following his date of death.

D8.8 Minimum Reduced Monthly Retirement Income. Notwithstanding any provision of the Plan to contrary, the amount of reduced monthly retirement income payable to a CEI Participant who elects a periodic form of payment under The Cleveland Electric Illuminating Company Constituent Plan which was provided under Part C of the 1993 Centerior Plan on the day immediately preceding the Applicable Effective Date (other than the Single Life Annuity Option) shall not be less than the monthly retirement income which would have been payable to such CEI Participant under such form of payment on the day immediately preceding the Applicable Effective Date, utilizing an interest rate of six and one-half percent (6.5%) per

annum and the mortality assumptions under the 1971 TPFIC Forecast Mortality Table modified to a unisex basis, with pertinent factors calculated to four (4) decimal places. For purposes of this Section, the “Applicable Effective Date” shall be:

- (a) with respect to CEI Participants whose employment terminated for a reason other than retirement on or after January 1, 2006 and prior to the date the amendment applying the factors set forth in Sections A2.2(a)(i) and A2.2(b)(i) to all CEI Participants was actually adopted, the later of January 1, 2006 or the day before his Termination of Employment; and
- (b) with respect to all other CEI Participants, the later of June 1, 2006 or the date the amendment applying the factors set forth in Sections A2.2(a)(i) and A2.2(b)(i) to all CEI Participants was actually adopted.

ARTICLE D9
DEATH BENEFITS

D9.1 Eligibility for Death Benefits. If a CEI Participant should die prior to his Benefit Commencement Date at a time when he is either:

- (a) an Employee who would be eligible for normal, early or terminated vested retirement income (including a disabled CEI Participant who is being credited with Hours of Service under Section D7.1(d) hereof) under The Cleveland Electric Illuminating Company Constituent Plan if his employment then terminated; or
- (b) an Eligible CEI Pensioner (as defined in Section D9.5(b) hereof) who is eligible for normal, early or terminated vested retirement income under The Cleveland Electric Illuminating Company Constituent Plan (or would be so eligible upon incurring a Break in Service);

the following pre-retirement death benefit shall be payable:

- (i) if he is survived by a spouse who is also living on the first day of the “Commencement Month” referred to in Section D9.2 hereof, such spouse (hereinafter called “Eligible Spouse”) shall be entitled to receive a Surviving Spouse’s Benefit under Section D9.2 hereof; or
- (ii) if he is an Employee at the time of his death and is not survived by an Eligible Spouse, his Beneficiary (as described in Section D9.5(a) hereof) shall be entitled to receive a Pre-Retirement Survivor Benefit under Section D9.3 hereof.

Notwithstanding the foregoing, if a CEI Participant should die prior to his Benefit Commencement Date at a time when he is:

- (a) 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 CEI 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 following pre-retirement death benefit shall be payable:

- (i) if he is survived by an Eligible Spouse who is also living on the first day of the “Commencement Month” referred to in Section D9.2 hereof, such Eligible Spouse shall be entitled to receive a Surviving Spouse’s Benefit under Section D9.2 hereof; or
- (ii) if he is not survived by an Eligible Spouse, his Beneficiary (as described in Section D9.5(a) hereof) shall be entitled to receive a Pre-Retirement Survivor Benefit under Section D9.3 hereof.

D9.2 Terms of Surviving Spouse’s Benefit. The Surviving Spouse’s Benefit shall be a monthly income payable to the Eligible Spouse for life commencing in the “Commencement Month” (as defined below) and ending in the month in which the death of the Eligible Spouse occurs.

- (a) The amount of the benefit payable to the Eligible Spouse shall be the survivor benefit that would have been paid to the Eligible Spouse if the CEI Participant had terminated employment on the date of his death (or, in the case of a CEI Participant who is a Vested Former CEI Participant, on the date on which he actually terminated employment), had elected to begin to receive the retirement income for which he would have qualified under The Cleveland Electric Illuminating Company Constituent Plan if he had lived in the form of the 100% Joint and Survivor Annuity Option beginning in the Commencement Month and had survived until the Commencement Month; provided, however, that in determining such retirement income, the following shall apply:
 - (i) if the CEI Participant has completed ten (10) years of Eligibility Service, such retirement income shall be adjusted for early commencement as follows:
 - (A) in accordance with the table contained in Section D6.2(a) hereof if he has attained Age fifty-five (55) on the date on which he actually terminates employment or he is an Employee or an employee of Buyer (as defined in

subparagraph D9.1(c)) at the time of his death but has not attained Age fifty-five (55); provided further that the factor for commencement prior to Age fifty-five (55) shall be 56%; or

- (B) in accordance with Appendix I-A if he has not attained Age fifty-five (55) on the date on which he actually terminates employment and is not an Employee or employee of Buyer (as defined in subparagraph D9.1(c)) at the time of his death; or
 - (ii) if the CEI Participant has completed five (5) but less than ten (10) years of Eligibility Service, such retirement income shall be adjusted for early commencement in accordance with Appendix I-A.
- (b) The Commencement Month shall be the month following the death of the CEI Participant or the month in which his Normal Retirement Date occurred (or would have occurred if he had lived), whichever is later; provided, however, that the Eligible Spouse may elect in writing an earlier Commencement Month, which may not be earlier than:
- (i) in the case of an Eligible Spouse of a CEI Participant who has completed ten (10) years of Eligibility Service:
 - (A) the first day of the month after the death of the CEI Participant, if he has attained Age fifty-five (55) or he is an Employee or employee of Buyer (as defined in subparagraph D9.1(c)) at the time of his death but has not attained Age fifty-five (55); or
 - (B) the first day of the month after the month in which the CEI Participant would have attained Age fifty-five (55), if he has not attained Age fifty-five (55) and is not an Employee or employee of Buyer (as defined in subparagraph D9.1(c)) at the time of his death; or
 - (ii) in the case of an Eligible Spouse of a CEI Participant who has completed five (5) but less than ten (10) years of Eligibility Service and has attained Age fifty-five (55), the first day of the month after the death of the CEI Participant; or
 - (iii) in the case of an Eligible Spouse of a CEI Participant who has completed five (5) but less than ten (10) years of Eligibility Service but has not attained Age fifty-five (55), the first day of the month after the month in which the CEI Participant would have attained Age fifty-five (55).

Notwithstanding the foregoing, the Surviving Spouse's Benefit payable to the Eligible Spouse, and the earliest Commencement Month, shall be based upon the retirement income that would have been payable to the CEI Participant or the Eligible CEI Pensioner without regard to any supplement, temporary or incidental benefits or other amounts not constituting part of the accrued benefit of the CEI Participant or Eligible CEI Pensioner under Section 411 of the Code.

D9.3 Terms of Pre-Retirement Survivor Benefit. If a CEI Participant is an Employee at the time of his death or is an employee of Buyer (as defined in subparagraph D9.1(c)) and he is not survived by an Eligible Spouse, his Beneficiary shall be entitled to a Pre-Retirement Survivor Benefit payable as monthly income to the Beneficiary for life commencing in the "Commencement Month" (as defined below) and ending in the month in which the death of the Beneficiary occurs.

- (a) The amount of the benefit payable to the Beneficiary shall be the survivor benefit that would have been paid to the Beneficiary if the CEI Participant had terminated employment on the date of his death, had elected to begin to receive the retirement income for which he would have qualified under The Cleveland Electric Illuminating Company Constituent Plan if he had lived in the form of the 100% Joint and Survivor Annuity Option (as described in Section D8.3(b)(i)) beginning in the Commencement Month and had survived until the Commencement Month; provided, however, that in determining such retirement income, the following shall apply:
 - (i) if the CEI Participant has completed ten (10) years of Eligibility Service, such retirement income shall be adjusted for early commencement in accordance with the table contained in Section D6.2(a) hereof; provided further that the factor for commencement prior to Age fifty-five (55) shall be 56%; or
 - (ii) if the CEI Participant has completed five (5) but less than ten (10) years of Eligibility Service, such retirement income shall be adjusted for early commencement in accordance with Appendix I-A.
- (b) The Commencement Month shall be the first day of any month between the month following the month in which occurs the death of the CEI Participant and December 31 of the year following the month in which occurs the death of the CEI Participant, as the Beneficiary selects, provided that if the CEI 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 CEI Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to 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 CEI Participant's death or the end of the year in which the CEI Participant dies, if he was past Normal Retirement Date at the time of death.

Notwithstanding the foregoing, the Pre-Retirement Survivor Benefit payable to the Beneficiary, and the earliest Commencement Month, shall be based upon the retirement income that would have been payable to the CEI Participant without regard to any supplement, temporary or incidental benefits or other amounts not constituting part of the accrued benefit of the CEI Participant under Section 411 of the Code.

D9.4 Other Death Benefits Superseded. Notwithstanding any other provision of The Cleveland Electric Illuminating Company Constituent Plan to the contrary, if a death benefit is payable under this Article D9, no benefit will be payable under Article D8 hereof on account of the death of a CEI Participant or an Eligible CEI Pensioner.

D9.5 Definitions. As used in this Article, the terms "Beneficiary" and "Eligible CEI Pensioner" are defined as follows:

- (a) "Beneficiary" means for purposes of this Article only one (1) individual designated by a CEI Participant who is not survived by an Eligible Spouse to receive the benefit payable under Section D9.3 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 CEI 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 CEI Participant's death. If no Beneficiary is designated under this Section, no benefit shall be payable under Section D9.3 hereof upon the death of such CEI Participant.

- (b) “Eligible CEI Pensioner” means a CEI Participant who has retired or incurred a Vested Termination of Employment under The Cleveland Electric Illuminating Company Constituent Plan.

D9.6 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.

APPENDIX I

TO

PART D

ACTUARIAL FACTORS

(1) Commuted Benefit Calculation. The amount of any CEI Participant's Commuted Benefit under Section D8.3(a) hereof shall be the product of the annual amount of retirement income that would be payable to the CEI Participant as a straight-life annuity beginning on the Benefit Commencement Date of the retirement income being commuted and the Applicable Prudential Rate, determined as follows:

- (a) The "Applicable Prudential Rate" means factors for the calendar month in which the CEI Participant's Rate Determination Date occurs used to calculate a Commuted Benefit determined based on the Applicable Rate. 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 Appendix I-B (which is attached hereto and is hereby made a part of this Part D);
- (b) The "Applicable Rate" means for a month .125% plus the Average Rate, rounded up to the next higher .125%;
- (c) The "Average Rate" means 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;
- (d) A CEI Participant's "Rate Determination Date" is his Benefit Commencement Date, except for a CEI Participant whose retirement income is accelerated early retirement income under Section D6.2(c) hereof, the Rate Determination Date shall be the Benefit Commencement Date of the retirement income being commuted; and
- (e) The portion of the Commuted Benefit payable in lieu of temporary income as described in Section D6.3(b) hereof will be calculated based on the interest rate derived from the Applicable Prudential Rate under subparagraph (a) above and the number of temporary monthly income payments due;

provided that the amount of any Commuted Benefit under Section D8.3(a) hereof shall not be less than the greater of:

- (i) the amount determined by calculating such Commuted Benefit using the mortality table specified in Section A2.2(a)(ii) hereof and the rate of interest specified in Section A2.2(b)(ii) hereof; or
- (ii) the amount determined by calculating such Commuted Benefit (as though the retirement income being commuted is payable at his Normal Retirement Date) using the mortality table specified in Section A2.2(a)(ii) hereof and the rate of interest specified in Section A2.2(b)(ii) hereof.

Under The Cleveland Electric Illuminating Company Constituent Plan, the present value of a lump sum benefit of Five Thousand Dollars (\$5,000.00) or less (which is payable pursuant to Section A11.5 hereof) shall be determined by using the mortality table specified in Section A2.2(a)(ii) hereof and the rate of interest specified in Section A2.2(b)(ii) hereof. The actuarial increase value of any retirement income payments referred to in Section D6.7 hereof shall be calculated with the same rate applicable hereunder to Commuted Benefits on the date such retirement income payments originally commenced.

(2) Factors for Certain Other Determinations. Subject to the factors specified in Section D6.2(a) and Appendix I-A hereof and except as otherwise provided in Sections D8.8, D9.2, and D9.3 hereof or specifically provided elsewhere in this Part D, actuarial determinations with respect to this Part D not provided for in Section (1) above shall be made on the basis of the following:

- (a) the rate of interest specified in Section A2.2(b)(i) hereof; and
- (b) the mortality table specified in Section A2.2(a)(i) hereof.

APPENDIX I-A

TO

PART D

EARLY RETIREMENT FACTORS FOR NRA = 65 - LIFE

AGE	-----MONTHS-----											
	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

Appendix I-B 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

