Beaver Valley Bargaining Unit Retirement Plan

Summary Plan Description

January 2018

Beaver Valley Bargaining Unit Retirement Plan

This Summary Plan Description (SPD) is created for eligible participants in the Beaver Valley Bargaining Unit Retirement Plan (also known as "FirstEnergy Corp. Master Pension Plan - Parts A and Part F").

For purposes of this SPD, the term "Plan" means the Beaver Valley Bargaining Unit Retirement Plan and "Company" means FirstEnergy Corp. "Company" includes any of FirstEnergy Corp.'s affiliates or operating companies that have employees represented by IBEW Local 29 and the provisions of the Plan apply to them (see the section entitled "Participating Employers and Identification Numbers").

This SPD explains how your Plan currently works, when you qualify for benefits, and other information contained in the Plan document. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the Plan document, please contact the Plan Administrator, or go to https://firstenergycorp.sharepoint.com/sites/compben/Retirement%20Programs/Cash%20Balance%20Plan.pdf.

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Introduction

Planning for a safe and secure retirement must begin long before the day you finally decide to stop your regular employment and begin a new chapter in your life.

The Beaver Valley Bargaining Unit Retirement Plan ("Plan") is sponsored by FirstEnergy Corp. to help you build financial security for your future. It represents only a part of the income you should take into account to make the most of your retirement years. When combined with your personal savings, your account balance under the FirstEnergy Corp. Savings Plan, and your Social Security benefit, you can increase the potential for a sound financial future.

Your pension is based on your earnings, the length of time you work for the Company and your age. The Company pays the entire cost of the Plan. The Plan is a defined benefit plan and is intended to be qualified under the Internal Revenue Code ("Code").

Benefits are paid from the FirstEnergy Corp. Master Pension Trust. The Trust pays benefits not only for the Plan, but also for all the other constituent plans maintained as a part of the FirstEnergy Corp. Master Pension Plan.

If you have any questions after reading this summary, please contact the Human Resources Service Center at 1-800-543-4654.

The Plan Administrator has outsourced certain aspects of the pension process to Aon.

- If you have not commenced your pension benefits, you can create a pension estimate by accessing "Your Pension Resources" (YPR) at http://ypr.aon.com/firstenergy and completing the security profile. There isn't a limit as to the number of estimates you can create.
- If you are an active employee, when you are ready to commence your pension benefits, contact your Local HR Representative. They will arrange for your retirement session and request the necessary paperwork from Aon.
- If you are not an active employee when you are ready to commence your pension benefits, contact the FirstEnergy Pension Center at Aon toll-free at 855-326-8167.

The provisions of the Plan and eligibility for participation do not constitute an employment contract with any individual. Being a participant in this Plan does not grant any current or future employment rights. Generally, employment is not for a definite period and may be terminated at will by either the Company or the employee, subject to the collective bargaining agreement. Your right to any payment under the Plan is determined solely under the Plan's provisions.

Definitions

Throughout this SPD, you will come across certain words or terms which are used frequently and which you should know. These terms will help you better understand your benefits. You may wish to refer back to them as you read through the SPD.

Accrued Benefit	The monthly amount of your vested benefit before reductions for early commencement or beneficiary-related forms of payment have been applied.
Annual Rate of Past Service Compensation	This annual rate is generally determined by finding the applicable period of your retirement or termination of employment in the first column in the table below, and then averaging your Compensation from each of the five calendar years. Prior to 10/1/2008 only the 5 calendar years shown were used. After 10/1/2008, the highest 5 calendar years of earnings prior to the corresponding date in the second column in the table below are used:

	PAST SVC COMP	
RETIRE DATE (on or after)	**FROM**	**TO**
10/1/1994	1/1/1984	12/31/1988
10/1/1995	1/1/1985	12/31/1989
10/1/1996	1/1/1986	12/31/1990
10/1/1997	1/1/1987	12/31/1991
10/1/1998	1/1/1988	12/31/1992
10/1/1999	1/1/1989	12/31/1993
10/1/2000	1/1/1990	12/31/1994
10/1/2001	1/1/1991	12/31/1995
10/1/2002	1/1/1992	12/31/1996
10/1/2003	1/1/1993	12/31/1997
10/1/2004	1/1/1994	12/31/1998
10/1/2005	1/1/1995	12/31/1999
10/1/2006	1/1/1996	12/31/2000
10/1/2007	1/1/1997	12/31/2001
10/1/2008	Calendar Years Prior To	2003
10/1/2009		2004
10/1/2010		2005
10/1/2011		2006
10/1/2012		2007
10/1/2013		2008
10/1/2014		2009
10/1/2015		2010
10/1/2016		2011
10/1/2017		2012
10/1/2018		2013
10/1/2019		2014
On or after 10/1/2020		2015

Beneficiary	The person who receives or is designated by you to receive benefits if you die.
Benefit Commencement Date	The first day with respect to which retirement income is payable to you, even though the day the payment is actually made to you may be later (e.g., due to mail or bank procedures).
Compensation	Regular federally taxable W-2 wages, including overtime, differential wage payments paid with respect to military service, and any amounts you pay on a before tax basis for insurance coverage and contributions to a flexible spending account or to the 401(k) plan.
Duquesne Plan	Retirement Plan for Employees of Duquesne Light Company.
Future Service Compensation	Your aggregate Compensation subsequent to December 31 of the most recent calendar year which is included in the calculation of your Annual Rate of Past Service Compensation.
Hours of Service	Hours for which you are paid or entitled to be paid. An Hour of Service does not include hours when you are on strike, on an unauthorized absence, on suspension without pay for disciplinary reasons, on unpaid lay-off or on union business without pay unless on leave of absence in accordance with the applicable collective bargaining agreement. Hours of Service also do not include hours of unused vacation benefits for which you are paid after termination of employment.
Normal Retirement Age	Age 65 or the date you complete five years of Eligibility Service, if later.
Normal Retirement Date	The first day of the month coinciding with or next following your attainment of your Normal Retirement Age.
Prior Duquesne Plan Participant	A participant who, immediately prior to transferring to FirstEnergy, participated in the Duquesne Plan and was vested under the Duquesne Plan as part of the Beaver Valley asset transfer.
Service	There are two (2) kinds of service. Eligibility Service determines your right to receive a benefit from the Plan. Benefit Service determines the amount of the benefit you will receive.

Eligibility and Participation

Who is eligible to participate in the Plan?

You are eligible to participate in the Plan, if:

- You are a bargaining unit employee represented by IBEW Local 29 (except Maintenance Planners) and covered by a collective bargaining agreement that provides for participation in this Plan and were hired before January 1, 2007, or
- You are a prior Duquesne Plan Participant.

You are not eligible to participate in the Plan if you are a leased employee or accruing benefits under another constituent plan.

If you have any questions about your eligibility, please contact the Human Resources Service Center (1-800-543-4654).

Crediting of Service

How is Eligibility Service determined?

You will earn a year of **Eligibility Service** if, at the end of your first twelve consecutive months of employment with the Company, you have been credited with at least 1,000 Hours of Service. If you have not been credited with at least 1,000 Hours of Service by the end of your first twelve consecutive months of employment, you will earn a year of Eligibility Service at the end of any following Plan Year during which you are credited with at least 1,000 Hours of Service.

How is Benefit Service and Past Benefit Service determined?

Your **Benefit Service** under the Plan is generally the number of years and months (with a fraction of a month treated as a full month) of your employment. Service with Duquesne Light Company, DQE, Inc. and any other participating employer under the Duquesne Plan will be included if you participated in the Duquesne Plan.

Your **Past Benefit Service** is the number of your years and partial years of Benefit Service that correspond to December 31 in the most recent Annual Rate of Past Service Compensation Year used in the calculation.

Absence on account of temporary layoff or leave of absence granted by the Company shall not be a break in your employment.

If you go on a military leave and return to work before your veteran's reemployment rights end, that time will not be a break in your employment.

If you ceased to be actively employed as a result of a maternity/paternity absence, you may be entitled, in some cases, to as much as 104 weeks of service in determining your period of absence.

Maternity or paternity absence includes absence from employment for the following reasons:

- Pregnancy of the employee,
- Birth of the employee's child,
- Placement of a child with the employee for adoption, and
- Caring for the child immediately following birth or placement for adoption.

Please note that if you leave your employment with the Company, your Eligibility Service may be affected. For more details, please see "What happens if I leave before I am vested?" beginning on page 6 and "What happens if I am reemployed by the Company after retirement?" beginning on page 20.

Eligibility for Retirement Income

Types of Retirement

Whether or not you are eligible for retirement income depends on your age and the number of years of Eligibility Service you have when you terminate employment. In order to be entitled to a pension benefit you must have acquired at least 5 years of Eligibility Service ('vested'). And, in order to be considered a "Retiree" for your pension, you must be 55 or older when you terminate employment.

There are four (4) retirement types at FirstEnergy:

Normal Retirement

Normal Retirement occurs when you terminate employment and commence your pension benefit on the first day of the month following the later of your 65th birthday or the date you complete 5 years of Eligibility Service. There is no age-related reduction factor applied under Normal Retirement.

Deferred Retirement

Deferred Retirement occurs when you choose to work beyond Normal Retirement and you have five or more years of Eligibility Service when you finally terminate employment. Up to that point you will continue to earn credit for Eligibility Service and compensation and your pension benefits will not start until the day after you actually terminate employment. As with Normal Retirement, there is no age-related reduction factor applied under Deferred Retirement.

Early Retirement

Early Retirement occurs when you terminate employment before Normal Retirement but after you are at least age 55 with five or more years of Eligibility Service. Under Early Retirement you can choose to commence your pension benefit as early as age 55. But you should know that if you choose to commence before age 60, the amount you receive will be reduced based on your age – in years and months – at commencement using the early retirement factors listed on page 8.

Terminated Vested Retirement

Terminated Vested Retirements occur when a vested employee terminates employment before they are eligible for Early Retirement.

If you terminate employment with five or more years of Eligibility Service, you may elect to begin receiving your pension benefit at any time after your 55th birthday. Your benefit will be based on your earnings at the time of your termination. But if you choose to commence your benefit before age 60, the amount you receive will be reduced based on your age – in years and months – at commencement using early retirement factors listed on page 8.

What happens if I leave before I am vested?

If you leave the Company before you are vested, you will not be entitled to receive any benefits from the Plan. You are vested if you satisfy the requirements for normal, early, deferred or terminated vested retirement described above.

Retirement Income

How is my benefit calculated?

Your monthly pension benefit is calculated using your age, compensation, service and – if appropriate – your Duquesne Amount in determining the amount you will receive from FirstEnergy.

The Duquesne Amount

Certain current members of Local 29 at the Beaver Valley Nuclear plant previously participated in the Duquesne Plan. When the Beaver Valley Nuclear plant was sold to the Company, these employees were immediately vested in the Duquesne Plan. As such, they became eligible for a frozen pension benefit from Duquesne.

Affected employees should have received a letter advising them of the amount of this frozen benefit, which has come to be known as the Duquesne Amount.

These former Duquesne employees may also have a cash balance account. To determine whether or not they have an account balance they need to contact Duquesne Benefits Central at (877) 393-7800.

Normal Retirement Benefit – FirstEnergy Portion

1.4% (.014) of your Annual Rate of Past Service Compensation
multiplied by your years of Past Benefit Service
plus 1.4% (.014) of your Future Service Compensation
divided by 12 = your monthly total benefit
(less your monthly accrued Duquesne amount, if any)

Your annual pension benefit – before reduction for the Duquesne amount – will not be less than $51.00 multiplied by your years of Benefit Service up to a maximum of $1,020.00 after 20 years of Benefit Service.

<u>An Example of Normal Retirement</u>

The example below assumes that you retire on December 31, 2016 at age 59 with 30 years and eight months (30.6667) of service, your Annual Past Service Compensation based on your average annual compensation before 2011 according to the table below, your Future Service Compensation for years after December 31, 2011 is $610,379, and your frozen Duquesne benefit is $1,462.26.

Annual Past and Future Service Compensation		
Compensation		Plan Compensation
Year	Amount	
2004	**$65,051**	Annual Rate of Past Service Compensation (bolded years before 2011): $348,574 divided by 5 = $69,715
2005	$62,833	
2006	**$63,504**	
2007	$58,558	
2008	**$72,826**	
2009	**$73,532**	
2010	**$73,661**	
2011	$94,695	Future Service Compensation (after 2010 – the last year used to determine your past service compensation) = $610,379
2012	$104,651	
2013	$101,240	
2014	$100,407	
2015	$105,645	
2016	$103,741	

This is how the Normal Retirement Benefit, based on the facts above, would be calculated:

1.4%		Annual Past Compensation		Past Benefit Service		
.014	X	$69,715	X	24.667	=	$24,075.23

Plus

This is how the Normal Retirement Benefit, based on the facts above, would be calculated:

1.4%		Future Service Compensation		
.014	X	$610,379	=	$8,545.31

$24,075.23 + 8,545.31 divided by 12 = $2,718.38 (total accrued and vested monthly benefit).

Then, your frozen Duquesne Amount is deducted and the FirstEnergy portion of your accrued and vested benefit is $1,256.08 ($2,718.38 - $1,462.26 = $1,256.08).

Why is the Frozen Duquesne Amount Deducted?

Your total retirement benefit calculation includes your years of service, if any, accrued at Duquesne before the purchase of the Beaver Valley Nuclear Plant by FirstEnergy on December 26, 1999. Since your retirement benefit for service before December 26, 1999 is an obligation from the Duquesne Plan, the amount of your frozen Duquesne benefit is deducted from the total calculation to determine the FirstEnergy portion before any reductions under this Plan are made. The reductions that will apply to the Duquesne Amount will be determined when you contact Duquesne to start the Duquesne portion of your total benefit.

PLEASE NOTE: The remainder of this SPD will focus only on the FirstEnergy portion of your benefit. Questions concerning the Duquesne portion of your benefit should be directed to Duquesne Benefits Central at 877-393-7800.

Early Retirement Benefit

If you choose to retire early, as described in the last section, the accrued and vested amount you receive will be reduced because payments to you will be spread over a longer period of time. How much they are reduced depends on your age when you commence payments according to the following table:

Early Retirement Reduction Table	
Age at Early Retirement	**Your Normal Retirement benefit will be multiplied by**
60 or older	100%
59	95%
58	90%
57	85%
56	80%
55	75%
The actual percentage used would be adjusted to reflect your age in years and months	

<u>An Example of Early Retirement</u>

Age at date benefits begin	59
Normal Retirement monthly benefit	$1,256.08
Early retirement factor	95% (.95)
Calculation of reduction for early retirement	$1256.08 x .95
Early Retirement benefit	$1,193.27

Deferred Retirement

If you retire after your Normal Retirement Age with at least five years of Eligibility Service, your retirement benefit will be calculated exactly the same way as a normal retirement pension benefit. Your benefits will not begin until you actually retire, and you will continue to earn credit for Compensation and service. You should know your benefit can never be less than the benefit you would have received at normal retirement, assuming you were eligible to retire at that time. You should also know that applicable law requires that your benefit start no later than the later of the April 1 following the end of the year in which you reach age 70 1/2 or retire.

Terminated Vested Retirement

If you are eligible to accelerate the payment of your pension benefit (see **Terminated Vested Retirement** under **Eligibility for Retirement Income** above), you may elect to begin your vested benefits at any time after your 55th birthday.

If you choose to receive your vested benefits before age 60, the amount you receive will be reduced according to Early Retirement Reduction Table above.

Disability Retirement

If, after you have completed at least ten years of Eligibility Service, you become disabled, you may apply for Disability Retirement. The application requires providing supporting medical and other documentation. If your claim is approved, you will be eligible for Disability Retirement.

You are considered disabled if you receive disability benefits under the Social Security Act, and if a physician chosen by the Plan Administrator determines you are permanently and totally disabled.

You may be required to have a medical exam and provide documentation of your continuing disability from time to time. Your Disability Retirement will end if your disability benefits under the Social Security Act end, if you work at any job for pay other than as part of rehabilitation, if a medical exam or the documentation you submit no longer supports your claim for disability benefits, or if you refuse to have the exam or provide documented proof of your disability.

Disability Retirement benefits are based on the benefits you earned under the Plan using the normal retirement benefit formula described above. There is no age related reduction if your Disability Retirement occurs before age 60. Disability Retirement benefits paid by FirstEnergy up to age 55 will not be offset by any of the Duquesne Amount described above. If you receive Disability Retirement benefits before age 62, they will be reduced by the amount of any benefits payable under any disability program to which the Company contributes, other than Social Security, Worker's Compensation and any Company long-term disability program.

If your Disability Retirement ends before you reach Normal Retirement Age, and you do not return to work, your benefit will be recalculated as if you had terminated employment on your Disability Retirement date.

Forms of Benefit Payment – FirstEnergy Portion

All Forms of Benefit Payment examples will be based on a 65 year old participant who has a 63 year old spouse. The participant's accrued and vested benefit is $1,698 per month.

What is the normal form of benefit payment?

If you are married, the normal form of benefit payment is an Automatic Joint & Surviving Spouse Annuity Option. This form reduces the amount of your monthly pension benefit, but in the event of your death, continues to pay 50% of the reduced benefit to your spouse for the remainder of his or her life.

<u>An Example of 50% Joint & Surviving Spouse Annuity Option</u>

Ages of participant and spouse at commencement	65 and 63, respectively
Monthly accrued and vested benefit	$1,698
Participant monthly benefit amount under the 50% surviving annuity option	$1,548
Surviving spouse monthly benefit after participant's death	$774

If you are <u>not</u> married, the normal form of benefit payment is a Single Life Annuity Option. You will receive monthly pension benefits for the rest of your life. No payments will be made after your death.

What are the optional forms of benefit payment?

All optional forms of benefit payment are subject to any applicable spousal consent described beginning on page 12 of this SPD. To comply with federal regulations, if you designate a Beneficiary other than your spouse, the Joint and Surviving Spouse Annuity Option percentage may be reduced, to no less than the 50% Joint & Survivor payment option, if your designated Beneficiary is significantly younger than you are.

Single Life Annuity Option

Under this option, your retirement benefit will be paid to you in a monthly amount for your lifetime.

<u>An Example of a Single Life Annuity Option</u>

Ages of participant and spouse at commencement	65 and 63, respectively
Monthly accrued and vested benefit	$1,698
Participant monthly benefit amount under the single life annuity option	$1,698
Surviving spouse monthly benefit after participant's death	$0

Joint and Survivor Annuity Option

Under this option, the monthly amount you receive during your lifetime is less than the amount you would receive under a Single Life Annuity. The amount of the reduction depends on the ages of you and your Beneficiary, and the percentage to be continued after your death. You can elect that after your death 25%, 50%, 75% or 100% of the monthly amount you receive will be paid to your Beneficiary for his or her life. If your Beneficiary predeceases you, the amount of your monthly benefit will not change.

Modified Joint and Survivor Annuity Option

Under this option, the monthly amount you receive during your lifetime is less than the amount you would receive under a Single Life Annuity or under the Joint and Survivor Annuity Option without the "Pop Up" feature. The amount of the reduction depends on the ages of you and your Beneficiary, and the percentage to be continued after your death. You can elect that after your death 25%, 50%, 75% or 100% of the monthly amount you receive will be paid to your Beneficiary for his or her life. If your Beneficiary predeceases you, your monthly benefit "pops up" to the Single Life Annuity amount.

An Example of 50% Joint & Surviving Annuity Option with Pop Up

Ages of participant and Beneficiary at commencement	65 and 63, respectively
Monthly accrued and vested	$1,698
Participant monthly benefit under the 50% surviving annuity with pop-up option	$1,526
Surviving Beneficiary monthly benefit after participant's death	$762
Participant's monthly benefit after Beneficiary's death	$1,698

Period Certain Annuities

This payment form provides a reduced monthly annuity for your life with a guaranteed period of 5, 10 or 15 years. If you die before receiving all of the payments for the guaranteed period, your Beneficiary will receive the remaining payments. If your Beneficiary predeceases you and payments have not started or there are still guaranteed payments remaining, you may choose a new Beneficiary. If the selected guaranteed period ends, you will continue to receive monthly benefits for your life, but when you die your Beneficiary will not receive any benefits. If both you and your Beneficiary die before the selected guaranteed period ends, the remaining payments will be paid in a single sum to the estate of the last person to die.

An Example of 10-year Period Certain Annuity Option

Age of participant at retirement	65
Monthly accrued and vested benefit	$1,698
Participant monthly benefit for life under the 10 year period certain annuity option	$1,621
Beneficiary monthly when participant dies 5 years after commencement	$1,621 for 5 years
Beneficiary monthly benefit when participant dies more than 10 years after commencement	$0

Single Sum

If the present value of your benefit is at least $5,000 and not more than $25,000 at your Benefit Commencement Date or later, if applicable, you have the option of electing an immediate single sum payment of the actuarial equivalent of your benefit.

Small Benefits

Your benefit will automatically be paid to you in a single sum if, when you terminate, the present value of your benefit is less than $1,000. If the present value of your benefit is at least $1,000 and less than $5,000, you have the option of electing an annuity starting as early as age 55 or an immediate single sum payment of the present value of your benefit.

If you are eligible for benefits under another part of the Master Plan, please contact the Plan Administrator to see if there are additional forms of payment available to you.

How do I commence my pension benefit and elect a benefit option when I terminate employment or retire?

You are asked to give between 60 and 90 days' notice of your retirement. This will allow time to calculate all of the available options, provide you with estimates of those options, and give you time to review them with your tax or other financial advisor.

Once you (and your spouse, if applicable) have decided on the best option for you, you must complete and return the Pension Benefit Election Form by the date designated in your Retirement Kit from Aon. This date is typically the later of your commencement date or 45 days after the Kit was prepared.

Does my spouse have to agree to a benefit option?

If you are married, your spouse must agree in writing to the election of your retirement benefits in a form other than the 50% Joint & Surviving Spouse Annuity Option normal form of benefit payment.

Your spouse's written consent must be signed and returned by the later of your commencement date or 45 days after your Retirement Kit was prepared. In addition, the signature must be witnessed by a notary or by an authorized Plan representative.

Can I change my benefit election?

You may change your election as to the form of payment of your retirement benefit up to the date designated in your Retirement Kit from Aon, with proper spousal consent as necessary. As soon as payment of benefits begins, you may not change the form of payment after this date.

Can I change my Beneficiary?

When and how you can change your Beneficiary depends on the form of benefit payment you elected, and when you want to make the change. Proper spousal consent (see above), or a waiver of the right to consent, must be obtained if you are married. Beneficiary designation forms may be obtained from Human Resources Service Center.

Your only opportunity to change the Beneficiary of a Joint and Survivor Annuity Option is the later of the date of the commencement of your pension benefit or the receipt of the beneficiary designation form by the Plan Administrator. Please Note: Changing your beneficiary will result in new Joint and Survivor Annuity Option amounts and require a new Retirement Kit.

If the Beneficiary of a Joint and Survivor Annuity Option dies before the Benefit Commencement Date, the option is automatically revoked, and you may elect a new optional form of benefit payment and/or Beneficiary.

If the Beneficiary of your Period Certain Annuity Option dies before your Benefit Commencement Date, you may name another Beneficiary or revoke the option. If the Beneficiary dies after your Benefit Commencement Date, you may name another Beneficiary for the balance of the guaranteed payment period. If married and you designate a non-spousal beneficiary, spousal approval would be required to make the change.

What happens when there is no designated Beneficiary for the Period Certain Annuity Option?

If you die during the guaranteed payment period under your selected Period Certain Annuity Option without designating a Beneficiary, then the Beneficiary is your surviving spouse or, if there is no surviving spouse, your estate. If paid to your estate, it will be paid in a single sum equal to the present value of the remaining payments.

Death Benefits

The primary purpose of the Plan is to provide you with income during retirement. However, the Plan may help provide financial security for your surviving spouse or designated Beneficiary after your death.

What happens if I die before I have met the requirements for normal retirement, early retirement, terminated vested retirement, or disability retirement?

If you die before you **become vested in the Plan**, your survivors are not entitled to a benefit from the Plan.

What happens if I die after I have met the requirements for normal retirement, early retirement, terminated vested retirement or disability retirement?

If you **have met the requirements for normal retirement, early retirement, terminated vested retirement, or disability retirement** and die before your benefit payments begin, your surviving spouse or designated Beneficiary may be eligible for benefits under the Plan. The amount payable to your spouse or designated Beneficiary is based on a number of factors, such as your age, your years of Eligibility Service, whether you are an active employee or a vested former employee at your death, and when your spouse or Beneficiary elects to commence benefits.

If you are married:

If you are married, vested or attained your Normal Retirement Age and die before your Benefit Commencement Date, your spouse will be entitled to a lifetime benefit from the Plan.

The amount of the benefit is equal to the amount your spouse would have received had you elected the 50% Joint and Survivor Option. However, your spouse as your beneficiary has the ability to elect to receive the 100% Joint and Survivor Option amount.

If you had 10 or more Years of Eligibility Service and were actively employed at the time of your death, the benefit is payable as of the first day of the month following the date of your death, regardless of your age. Your spouse may elect to defer payments to the first day of any later month (but no later than the date you would have reached age 65 or the date when your reduction factor is 100%, if earlier).

If you had at least 5 but fewer than 10 or more Years of Eligibility Service and were actively employed at the time of your death, your surviving spouse may elect to commence benefits as early as the first day of the month following the date you would have attained age 55.

In both cases – 5 to 10 and 10 or more – the benefit will be reduced based on the applicable reductions factors for an early retirement benefit. (See Early Retirement Benefit beginning on page 8.)

If you are single and have designated a Beneficiary:

If you are single, vested and die while still employed before your Benefit Commencement Date, your designated Beneficiary will be entitled to a lifetime benefit from the Plan.

The amount of the benefit is equal to the amount your designated Beneficiary would have received had you elected the 100% Joint and Survivor Option and terminated employment on the date of your death.

If you have ten or more Years of Eligibility Service at the time of your death, your designated Beneficiary may commence benefits the first day of the month following your death. The monthly amount will be reduced based on the applicable reductions factors for an early retirement benefit. (See Early Retirement Benefit beginning on page 8.)

If you have 5 to 10 Years of Eligibility Service at the time of your death, your designated Beneficiary may commence benefits between the first day of the month following your death or December 31 of the year following the year of your death. If you are 55 or older at the time of death the monthly amount will be reduced based on the applicable reductions factors for an early retirement benefit. (See Early Retirement Benefit beginning on page 8.) If you are less than 55 at the time of death the monthly benefit will be reduced using actuarial factors established by the IRS under Section 417(e) of the Code.

Pre-retirement Survivor Protection Options

If you are eligible, the Plan offers two alternatives for providing benefit protection for your spouse or designated Beneficiary in the event that you die before payment of your pension benefit commences. To be eligible you must be:

- An active employee, and
- At least age 55 with at least five years of Eligibility Service or
- Less than age 55 with at least 25 years of Eligibility Service.

If you leave the Company before you retire, your Preretirement Survivor Protection Option election terminates on the date that your employment ends.

If you are married, your spouse must consent to a form other than the 50% Joint and Survivor Option.

The two pre-retirement survivor protection options are the Preretirement 10-Year Certain Survivor Option and the Pre-retirement Survivor Option:

Pre-retirement 10-Year Certain Survivor Option

Upon your death, a monthly benefit will be paid to your Beneficiary for 120 months. The amount of the Pre-retirement Ten (10) Year Certain Option is equal to the actuarial equivalent of the Single Life Annuity Option otherwise payable to your designated Beneficiary during his or her lifetime but, in the event of your designated Beneficiary's death within the 120-month period beginning on the date as of which payments commence, the same lesser amount will be paid to his or her designated Beneficiary for the remainder of the 120-month period.

Pre-retirement Survivor Option

You can choose to have 50% to 99% of your benefit paid by selecting this option. The benefit will be reduced for the post-retirement survivor option selected.

If you are single and die without designating a Beneficiary:

If you are single and die before your Benefit Commencement Date without naming a Beneficiary, no benefit will be payable upon your death.

How do I designate a Beneficiary if I am unmarried?

If you are unmarried, you may designate one Beneficiary – the person you want to receive a survivor benefit if you die before your Benefit Commencement Date. The form (X-3310) is available from the Human Resources Service Center (or on the Portal) which you can request by calling 1-800-543-4654. You can change your Beneficiary at any time prior to your Benefit Commencement Date. The designated beneficiary form becomes void once you marry or terminate employment before becoming eligible to retire.

If you die while receiving benefits:

If you die while receiving benefits under the Plan, any continuation of payments will be controlled by the form of payment you selected (see *Forms of Benefit Payment*). For example, if you were receiving payments as a single life annuity, then no amounts are payable after your death.

Other Information You Should Know

The preceding sections of this SPD have described major provisions of the Plan. This section concerns other relevant information, including the Plan's claims procedure.

What do I do if my application for a pension benefit is denied?

If you or your beneficiary feels that you are entitled to benefits from the Plan, you or your beneficiary may file a written claim with the Plan Administrator. The Plan Administrator has delegated the fiduciary obligation of paying benefits and initial claims determination to the FirstEnergy Retirement Programs section of the Human Resources Department ("Retirement Programs"). The decision of Retirement Programs concerning your claim will be given to you within a reasonable period of time, but generally not later than 90 days (45 days for claims regarding disability) after receiving the claim. If the Retirement Programs determines that special circumstances require a longer period to act on your claim, you will be given notice that the additional time is needed before the end of the 90-day period (45-day period for claims regarding disability). The extension will not exceed a period of 90 days (30 days for claims regarding disability) from the end of the initial 90-day period (45-day period for claims regarding disability).

If your claim is denied, in whole or in part, you will be notified. The notice will be written in a manner to be understood by you and will include the following:

- The specific reason or reasons for the adverse benefit determination.
- The specific Plan provisions on which the adverse benefit determination is based.
- A description of any further material or information which is necessary for you to perfect (complete) your claim and an explanation of why the material or
- An explanation of the Plan's claim review procedure and time limits applicable to the Plan's claim review procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse determination on review.
- In the case of an adverse benefit determination regarding disability the notice must include:
  - A discussion of the determination, including an explanation of the basis for disagreeing with or not following: (A) the views presented by you of health care professionals treating you and vocational professionals who evaluate you, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your determination, without regard to whether the advice was relied upon in making the determination, and (C) a disability determination regarding you made by the Social Security Administration.
  - Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the determination or a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.
  - If the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, will be provided free of charge upon request.
  - A statement displayed in any applicable non-English language (i.e., if 10% of more of the population residing in the county to which the notice is sent are literate only in some non-English language) clearly indicating how to access the language services provided by the Plan.

You have the right to ask for a review of an adverse benefit determination by making a request in writing to the Retirement Board within 60 days (180 days for claims regarding disability) after the adverse benefit determination is made. Your request must contain the following information:

- The date on which your request was filed with the Retirement Board (although the actual date of filing will govern the timeliness of the request).
- The specific portions of the adverse benefit determination that you request the Retirement Board to review.
- A statement by you setting forth the basis upon which you believe the Retirement Board should reverse the previous adverse benefit determination and accept your claim as made.

- Any written material (offered as exhibits) which you desire the Retirement Board to examine in its consideration of your position.

You or your authorized representative may (i) submit written comments, documents, records and other information relating to your claim for benefits, (ii) review pertinent documents, (iii) upon request in the manner and form required by the Retirement Board and free of charge, be provided reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and (iv) make an oral presentation to the Retirement Board (notice will be provided to you at least 10 days prior to the hearing date).

Before the Plan issues an adverse determination on review regarding disability, the Plan will provide you, free of charge, with the following as soon as possible and sufficiently in advance of the date on which notice of the determination is required to give you a reasonable opportunity to respond prior that date:

- Any new or additional evidence considered, relied upon, or generated by (or at the direction of) the Plan, insurer, or other person making the determination in connection with your claim.
- If the determination is based on a new or additional rationale, the rationale.

The review by the Retirement Board will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether the information was part of the initial benefit determination. For claims regarding disability, (i) the review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary who is neither the individual who made the adverse benefit determination nor the subordinate of such individual, and (ii) if the adverse benefit determination is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and is not the health care professional who was consulted in connection with the initial adverse benefit determination or the subordinate of such individual.

The decision of the Retirement Board on your appeal will be given to you in writing within a reasonable period of time, but generally not later than 60 days (45 days for claims regarding disability) after receiving your appeal request. If the Retirement Board determines that special circumstances require a longer period to act on your claim, you will be given notice that the additional time is needed before the end of the 60-day period (45-day period for claims regarding disability). The extension will not exceed a period of 60 days (45 days for claims regarding disability) from the end of the initial 90-day period (45-day period for claims regarding disability).

The decision on review, if adverse, will be written in a manner to be understood by you and will include the following:

- The specific reason or reasons for the adverse benefit determination.
- The specific Plan provisions on which the adverse benefit determination is based.
- A description of any further material or information which is necessary for you to perfect (complete) your claim and an explanation of why the material or information is needed.
- An explanation of the Plan's claim review procedure and time limits applicable to the Plan's claim review procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse determination on review.

- In the case of an adverse benefit determination regarding disability the notice must include:
  - A discussion of the determination, including an explanation of the basis for disagreeing with or not following: (A) the views presented by you of health care professionals treating you and vocational professionals who evaluate you, (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your determination, without regard to whether the advice was relied upon in making the determination, and (C) a disability determination regarding you made by the Social Security Administration.
  - If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, a statement that such rule (etc.) will be provided free of charge to the claimant upon request, or a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist,
  - If the adverse benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, will be provided free of charge upon request.
  - A statement displayed in any applicable non-English language (i.e., if 10% of more of the population residing in the county to which the notice is sent are literate only in some non-English language) clearly indicating how to access the language services provided by the Plan.
  - Any applicable contractual limitations period that applies to the claimant's right to bring an action under Section 502(a) of ERISA, including the calendar date on which the contractual limitations expires for the claim.

Until your appeal rights outlined in this section have been exercised to recover any Plan benefits denied in whole or in part, you cannot bring legal action against the Plan, the Company, the Plan Administrator or the Retirement Board to try to recover those benefits. If you choose to bring suit, you must bring suit within 180 days after the Retirement Board's decision and you may file it only in the United States District Court for the Northern District of Ohio.

What if I receive a benefit overpayment?

If the Plan pays benefits that are in excess of your actual benefit amount, due to error (including, for example, a clerical error), fraud or for any other reason, the Plan reserves the right to recover such overpayment plus interest and costs, through whatever means are necessary, including legal action or by offsetting future benefit payments to you, your beneficiary, or you or your beneficiary's heirs, assigns or estate.

Can the Plan be amended or terminated?

The Company intends to continue the Plan, but reserves the right, subject to negotiation, to discontinue, change or terminate the Plan at any time by action of its Board of Directors. If a Plan amendment affects your Plan benefit, the benefit you have earned up to the date of the amendment will not be reduced, except as permitted by law.

If the Plan terminates or partially terminates, you will be fully vested in your accrued benefit, and you will receive a distribution, generally in the form of a deferred annuity contract, with payments beginning when you reach retirement age. Assets in the Trust Fund will be used to provide these benefits, and no assets will be used for any other purpose until the complete satisfaction of all accrued benefits. After these obligations are met, any excess assets may revert to the Company.

Are my benefits protected?

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to pay benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from your employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC, P.O. Box 15175, Alexandria, Virginia 22315-1750 or call 1-800-400-7242. TTY/TTD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

Is there a limit on how much can be paid to me from the Plan?

IRS regulations impose certain limitations on the amount of benefits that can be paid to you.

Compensation Limits Under the Plan

Compensation that may be used to calculate your benefit under the Plan is limited by federal law and may be adjusted annually.

Maximum Payment

The IRS places maximum limits on pension Plan benefits. If your benefits are affected by this limit, you will be notified when you retire.

What happens if I am reemployed by the Company after retirement?

If you begin to receive retirement benefits, you should know that your benefit payments will be suspended following the month in which you exceed 960 hours of work for the calendar year in which you are reemployed by the Company, unless the benefits you are receiving are the required distributions described under “Deferred Retirement” on page 8. You will receive a notice from the Employer prior to or during the first calendar month or payroll period in which payments are withheld that (1) explains the reason for the suspension, (2) provides a copy of the suspension provisions found in the Plan and an explanation of it, and (3) states where you can obtain additional information, such as the fact that applicable Department of Labor regulations can be found in Section 2530.203-3 of the Code of Federal Regulations.

Under what circumstances can my benefits be used as collateral or paid to someone other than me?

You cannot assign, transfer or attach your benefits, and you cannot use them as collateral for a loan. Your benefits can be assigned or attached by others in certain circumstances (e.g., wrongdoing involving the Plan, offsets for overpayments, a federal tax levy and certain domestic relations orders).

Federal law requires the Plan to comply with a valid Qualified Domestic Relations Order (QDRO). A QDRO is a legal judgment, order, or decree that recognizes the rights of another person under the Plan with respect to child support, alimony payments, or marital property rights, and that is approved by QDRO Consultants. Domestic relations orders must be submitted to the Plan for a determination by QDRO Consultants as to whether the orders are qualified. Participants and beneficiaries can obtain from QDRO Consultants, without charge, a copy of the Plan's procedures governing QDROs.

All QDROs are processed by QDRO Consultants Co. whose mailing address is 3071 Pearl Road, Medina, OH 44256, Attention: FirstEnergy QDRO Compliance Team. The telephone number is 800-527-8481.

What rights do I have under ERISA?

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants will be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have the right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given

more than once every twelve months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in a way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan document or the latest annual report from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. You and your beneficiaries can also obtain, without charge, a copy of the QDRO procedures from the Plan Administrator.

As a reminder, before you file you must first comply with the claims procedures described in this SPD, including all timing requirements. If you do not follow these claims procedures accordingly, you will have no right of appeal and no right to file a lawsuit for plan benefits, and any denial of a claim for benefits will become final and binding.

If it should happen that the plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor (listed in your telephone directory) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA.

Required Legal Information

Under the Employee Retirement Income Security Act of 1974 (ERISA), each employee is to be provided with certain details about benefit plans. This information is listed below. If you need additional information, please contact the Human Resources Service Center or your local U.S. Department of Labor.

Plan Name

Beaver Valley Bargaining Unit Retirement Plan

The provisions of the Plan can be found in Parts A and F of the FirstEnergy Corp. Master Pension Plan.

Plan Sponsor's Name and Address

FirstEnergy Corp.
76 South Main Street
Akron, OH 44308

Plan Sponsor's Employer Identification Number (EIN)

34-1843785

ERISA Plan Number

001

Plan Year

January 1 to December 31

Type of Plan

Defined Benefit Pension Plan

Funding of Plan

All money that is contributed by the Company to the Plan is held in a trust fund. No contributions are required of or accepted from you. If we fail to meet minimum funding requirements, we can be subject to penalties, benefit payments may be restricted, and certain notices to participants may need to be provided.

The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

Plan Trustee

The Bank of New York Mellon, Trustee
One Wall Street
New York, NY 10286

Plan Administrator

FirstEnergy Corp. Retirement Board
76 South Main Street
Akron, OH 44308
(330) 384-5417

The Plan Administrator controls and manages the Plan in its discretion. The Plan Administrator's powers include the power, in its discretion, to:

- Interpret the Plan,
- Construe or apply any of the Plan's provisions and
- Make all final determinations as to the rights of any person to benefits under the Plan.

The Plan Administrator's interpretations, constructions and applications of the Plan, and its determinations as to the rights of any person to benefits under the Plan, are conclusive and binding except as may otherwise be provided by applicable law.

In the exercise of its powers, the Plan Administrator may appoint one or more entities to administer benefit claims and payments made under the Plan.

The Plan Administrator has delegated the administration of benefit payments and claims to the Retirement Programs which has been given the authority to interpret, construe, and apply the provisions of the Plan in determining the extent to which an initial claim will be paid. The Retirement Board is responsible for making determinations upon the appeal of a claim that has been denied.

Agent for Service of Legal Process

Legal process may be served on the Plan Administrator or the Retirement Board, or, with respect to any matters relating to benefit payments and claims to the FirstEnergy Retirement Programs. These documents have to be filed with:

CT Corporation System
400 Easton Commons Way
Suite 125
Columbus, OH 43219

Legal process may also be served on the trustee of assets held under the Plan at the following address:

The Bank of New York Mellon
One Wall Street
New York, NY 10286

Any civil suit brought against the Plan, Plan Administrator, Plan Sponsor or any other Plan fiduciary may only be submitted and filed in the United States District Court for the Northern District of Ohio.

Participating Employers and Identification Numbers

FirstEnergy Service Company	34-1968288
FirstEnergy Nuclear Operating Company	34-1881483

Additions or deletions to the list of Participating Employers may be made at any time. An up-to-date listing of Participating Employers may be obtained from the Plan Administrator.

Participating Unions

The Plan is maintained pursuant to the collectively bargained agreements between Participating Employers and International Brotherhood of Electrical Workers Local 29. Any terms of the collective bargaining agreement that relate to pension plan benefits are considered to be incorporated into the Plan. Participants or beneficiaries may request in writing to the Plan Administrator a copy of the collective bargaining agreements related to the Plan. In addition, collective bargaining agreements related to the Plan are available for examination by contacting your local union representative.