

Pennsylvania Electric Company  
Bargaining Unit Retirement Plan

Summary Plan Description

January 2019

# Pennsylvania Electric Company Bargaining Unit

## Retirement Plan

This Summary Plan Description (SPD) is created for eligible participants in the Pennsylvania Electric Company Bargaining Unit Retirement Plan (also known as “FirstEnergy Corp. Master Pension Plan - Parts A and Part H”).

For purposes of this SPD, the term “Plan” means the Pennsylvania Electric Company Bargaining Unit Retirement Plan and “Company” means FirstEnergy Corp. “Company” includes any of FirstEnergy Corp.’s operating companies that have employees represented by IEBW 459 (except Seneca) and UWUA Local 180, 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 Pennsylvania Electric Company 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.

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<b>Accrued Benefit</b>	The monthly amount of your vested benefit before reductions for early commencement or beneficiary-related forms of payment have been applied.
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<b>Basic Earnings</b>	The sum of the Earnings you receive over the five calendar years of your highest Earnings divided by five or the number of years (including fractions of a year) for which you receive Earnings, whichever is smaller.
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<b>Beneficiary</b>	The person who receives or is designated by you to receive benefits if you die.
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<b>Benefit Commencement Date</b>	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).
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<b>Earnings</b>	Generally, your base salary or wages before deductions for income and employment taxes and reductions for Company benefit plans (which includes elective salary or wage reduction contributions to the savings plan or flexible spending account contributions), and includes commissions, military differential wage payments, any annual incentive paid on or after July 1, 1998 (or on and after January 1, 1999 in the case of any generation employee) who is a member of IBEW Local 459 (except Seneca, any bonuses earned and any compensation awards paid on or after July 1, 1998 to a participant who is a member of UWUA Local 180. Earnings exclude overtime pay, any other special or additional remuneration such as reimbursements or other expense allowances, any bonuses paid or accrued on and after January 1, 2007, and in the case of any Employee who is a member of the IBEW Local 459 (except Seneca), any \$500 lump sum bonus which is paid in the first weekly paycheck after January 1, 2009, or as soon thereafter as practical, and is considered to be a retroactive signing bonus.
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<b>Eligible Dependent Children</b>	Includes any natural or adopted child, or step-child (but not a foster child) for whom you provided over 1/2 of the child's support during the 12 month period ending on the date of your death, who either: <ul style="list-style-type: none"><li>• has not yet attained his 19th birthday;</li><li>• has not yet attained his 23rd birthday and is enrolled as a full-time student in an accredited school; or</li><li>• is incapable of self-support due to a physical or mental handicap that began prior to his 19th birthday.</li></ul>
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<b>Hours of Service</b>	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.
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<b>Normal Retirement Age</b>	Age 65 if you were employed prior to age 60; otherwise the later of age 65 and the earlier of (i) completion of 5 years of Eligibility Service; or (ii) the 5th anniversary of your date of Plan participation.
<b>Normal Retirement Date</b>	The last day of the month on or following your attainment of your Normal Retirement Age.
<b>Service</b>	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.

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## Eligibility and Participation

### Who is eligible to participate in the Plan?

You are eligible to participate in the Plan, if:

- You are an employee of the Pennsylvania Electric Company, and
- You are a bargaining unit employee represented by UWUA Local 180 and were hired or rehired by Pennsylvania Electric Company before January 1, 2006, or
- You are a bargaining unit employee represented by IBEW 459 (except Seneca) and were hired or rehired by Pennsylvania Electric Company before January 1, 2005.

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

It's important to know how the Plan recognizes service. Service determines both your right to receive a benefit from the Plan (Eligibility Service) and the amount of the benefit you will receive (Benefit Service).

### How is my Eligibility Service determined?

Generally, you earn Eligibility Service for vesting purposes during any period you are employed by the Company (GPU, Inc. prior to November 7, 2001) or any affiliate regardless of the number of hours you actually work. Fractions of a year (computed in months and days) are aggregated on the basis of 12 months constituting a year and 30 days constituting a month. An affiliate is generally any corporation or business organization in which FirstEnergy Corp. (GPU, Inc. prior to November 7, 2001) directly or indirectly owns more than 80% of the outstanding stock.

### How is my Benefit Service determined?

Generally, you earn Benefit Service in the same manner as you earn Eligibility Service but only while you are a participant in the Plan, employed by Pennsylvania Electric Company and represented by IBEW 459 (except Seneca) and UWUA Local 180. Benefit Service is rounded to the nearest number of whole years, as described in the next sentence. The fractional year beginning on the last anniversary of the date of employment and ending on the date of cessation of employment will count as a full year if you are employed for either at least 6 months or at least 1,000 hours in that fractional year; otherwise that fractional year will not be added to your Benefit Service.

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 and Benefit 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 pension and other benefit purposes, you must be 55 or older and have 10 or more years of Eligibility Service 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 last day of the month coincident with or next following your Normal Retirement Age. 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 Benefit Service and earnings and your pension benefit 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 10 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. (See Early Retirement Benefit beginning on page 7.)

### 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 65, the amount you receive will be reduced based on your age – in years and months – at commencement. (See Terminated Vested Retirement beginning 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 the following formula:

$$\begin{aligned} & 1.5\% \times \text{Basic Earnings} \times \text{Benefit Service (through 20 years of Benefit Service)} \\ & \quad \text{plus} \\ & 0.9\% \times \text{Basic Earnings} \times \text{Benefit Service (over 20 years)} \\ & \quad \text{Divided by 12} \\ & = \text{your monthly benefit} \end{aligned}$$

For participants covered under the IBEW Local 459 (except Seneca) collective bargaining agreement who had 15 or more years of Benefit Service as of December 31, 1998, 0.9% in the formula above is increased to 1.1%.

For participants covered under the UWUA Local 180 collective bargaining agreement who had 15 or more years of Benefit Service as of December 31, 1999, 0.9% in the formula above is increased to 1.1%.

### An Example at Normal Retirement

Basic Earnings at termination	\$40,000
Benefit Service	25 Years
Multiply Basic Earnings by Benefit Service (up to 20 years) by 1.5% for annual pension benefit	$\$40,000 \times 20 \times .015 = \$12,000$
Plus	
Multiply Basic Earnings by Benefit Service (over 20 years) by .9%	$\$40,000 \times 5 \times .009 = \$1,800$
Total	$\$12,000 + \$1,800 = \$13,800$
Divided by 12 for monthly pension benefit	$\$13,800/12 = \$1,150$
Accrued & vested monthly pension benefit	\$1,150

### *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 if you begin benefits before age 60 because payments to you will be spread over a longer period of time. How much they are reduced depends on your age at early retirement according to the following table:

<b>Early Retirement Factor Table</b>	
<b>Age at Early Retirement</b>	<b>Your Normal Retirement benefit will be multiplied by</b>
60 or older	100%
59	96%
58	92%
57	88%
56	84%
55	80%

The actual percentage used would be adjusted to reflect your age in years and months on the date you elect to have your benefits begin.

### An Example of Early Retirement

Age and service at date benefits begin	57 and 25 years of Benefit Service
Basic Earnings	\$40,000
Accrued & Vested monthly benefit	\$1,150
Early retirement factor for age 57	88% (.88)
Calculation of reduction for early retirement	\$1,150 x .88
Early Retirement benefit	\$1,012

### *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, and will be based on your Basic Earnings at the time you terminate employment. But 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 April 1 of the year following the later of the year you reach age 70-½ or retire.

### An Example of Deferred Retirement

Age and service at date benefits begin	67 and 27 years of Benefit Service
Basic Earnings	\$40,000
Multiply Basic Earnings by Benefit Service (up to 20 years) by 1.5% for annual pension benefit	$\$40,000 \times 20 \times .015 = \$12,000$
Plus	
Multiply Basic Earnings by Benefit Service (over 20 years) by .9%	$\$40,000 \times 7 \times .009 = \$2,520$
Total	$\$12,000 + \$2,250 = \$14,250$
Divided by 12 for monthly pension benefit	$\$14,250/12 =$
Accrued & Vested monthly benefit	\$1,210

### *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 65, the amount you receive will be reduced. How much the amount is reduced depends on your age at the time you elect your vested benefits to begin. Although not all early commencement dates are shown, you can use the factors in the following table as a guide:

<b>Terminated Vested Early Retirement Factor Table</b>	
<b>Age at early commencement of vested benefits</b>	<b>Your age 65 pension benefit will be multiplied by</b>
65 or older	100%
64	89%
63	79%
62	70%
61	63%
60	56%
59	51%
58	46%
57	41%
56	37%
55	34%

An Example of Terminated Vested Early Retirement

Age and service at termination of employment	51 and 10 years of Benefit Service
Age at date benefits begin	60
Accrued & Vested monthly benefit	\$1,150
Terminated vested early retirement factor	56% (.56)
Calculation of reduction for early retirement	\$1,150 x .56
Terminated Vested Early Retirement benefit	\$644

**The Transition Benefit**

The Plan provides a special benefit during the first year you receive your normal, deferred, early, terminated vested, or disability retirement pension. After the amount of your monthly benefit is determined, including any reductions for early retirement or forms of payment, your first 12 monthly pension payments will be increased by 20% to aid in the transition from active employment to retirement. Your payments will revert to the regular benefit after your first year of retirement (beginning with your 13th pension payment).

This Transition Benefit does not apply to Social Security Equalization or other residual benefits.

An example of Transition ("First-Year") Benefit

Using the deferred retirement example above, the monthly single life annuity retirement benefit is \$1,210.00.

Monthly Single Life Annuity Pension Benefit (after early retirement reduction)	\$1,210
20% Monthly Pension Benefit	\$1,210 x 20% = \$242
Monthly Pension Benefit plus 20%	\$1,210 + \$242
= Monthly Transition Benefit (first 12 benefit payments)	= \$1,452
Monthly Regular Benefit (after first 12 benefit payments)	= \$1,210

As you can see in the chart, the benefit during the first year your pension is payable would be \$1,452.00 (\$1,210.00 + \$242.00) per month. After the first year, the regular monthly retirement benefit of \$1,210.00 would be payable.

## Disability Retirement

You are eligible to apply for disability retirement if you are found on the basis of medical evidence satisfactory to the Plan Administrator to be physically or mentally disabled to an extent that you are permanently prevented from performing a job with the Company.

You must submit a written application to the Plan Administrator for disability benefits at least 30 days before your requested disability retirement date.

If you apply and are approved for disability retirement under the Plan, you become eligible to receive a disability pension after a minimum of 3 full months of continuous disability.

The amount of your annual disability benefit under the Plan will equal the greater of:

- your pension benefit calculated using your Basic Earnings and Benefit Service through the date of your disability retirement; or
- 2/3rds of your pension benefit calculated using your projected Basic Earnings and Benefit Service to your Normal Retirement Date.

## Forms of Benefit Payment

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 annual 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.

#### An Example of 50% Joint & Surviving Spouse Annuity Option

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 not 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 13 of this SPD. If you designate a Beneficiary other than your spouse, the Joint and survivor Annuity Option percentage may be reduced 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.

#### An Example of a Single Life Annuity Option

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 with 5-Year "Pop-Up"*

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 within 5 years of the date you commence your benefit, your monthly benefit "pops up" to the Single Life Annuity amount.

If your Beneficiary dies more than 5 years after you commence your benefit, your benefit will continue at the reduced rate.

### *Modified Joint and Survivor Annuity Option with Lifetime "Pop-Up"*

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

*Social Security Equalization (Level Income) Option*

If you begin receiving your pension under one of the Options described above, before you are eligible for early Social Security benefits at age 62, you can elect the Social Security Equalization Option. Under this option, your monthly payments from the Plan are increased until you are eligible to receive Social Security benefits at age 62. At that time, your monthly benefits from the Plan will be reduced. The result is a more level income (from the combination of your pension and Social Security benefits) throughout your lifetime.



### *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 Automatic 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. If you are a member of IBEW Local 459 (except Seneca), you can change your Beneficiary at any time prior to your Benefit Commencement Date. If you are a member of UWUA Local 180 and elect a Beneficiary to receive your benefit in the event of your death, such election is irrevocable. 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 after your death.

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

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 benefits?

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

#### *If you are married:*

If you are married, vested, an active employee, 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 50% of either (1) your accrued benefit determined as of the date of your death or (2) two-thirds (2/3) of your accrued benefit determined on the basis of the Benefit Service you

would have had at Normal Retirement Date, whichever provides the greater benefit *with no reductions*. Survivor benefit payments to your spouse will start on the first day of the month following your death. However, 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).

If you are married, vested, and die before your Benefit Commencement Date but after you have terminated employment, your spouse will receive the amount he or she would have received under the 50% Joint & Surviving Spouse Annuity Option. Benefit payments to your spouse will start on the first day of the month following your death or the date you would have attained age 55 if later. If payments begin before you would have attained age 65, the payment amount will be reduced to reflect the longer payment period. However, 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). If your surviving spouse elects to defer payments, your spouse will receive a greater amount (if your spouse survives to the deferred payment date) by avoiding any reduction to reflect the longer payment period.

*If you are single and have designated a Beneficiary:*

If you are single, vested, an active employee and die 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.

Your designated Beneficiary may elect to commence benefits as early as the first day of the month following your death (but no later than the date you would have reached age 65 or December 31 of the year following the year of death, if, at the time of your death, you had 10 or more years of Eligibility Service.

Your designated Beneficiary may elect to commence benefits as early as the first day of the month following the date of your death but no later than December 31 of the year following the year of death, if, at the time of your death you had at least 5 but not more than 10 years of Eligibility Service. If payments to your designated Beneficiary begin before you would have attained age 60 (age 65 if you have fewer than 10 years of Eligibility Service), the payment amount will be reduced to reflect the longer payment period. However, your designated Beneficiary 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 December 31 of the year following the year of death). If your Beneficiary elects to defer payments, your Beneficiary will receive a greater amount (if your Beneficiary survives to the deferred payment date) because the amount will not have to be reduced as much to reflect the longer payment period.

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.

*If you are single and die without designating a Beneficiary:*

If you are single, vested, an active employee, and die before your Benefit Commencement Date without naming a Beneficiary, your surviving Eligible Dependent Children (see definition on page

2) will be eligible to receive a survivor benefit equal to 50% of either (1) your accrued benefit determined as of the date of your death or (2) two-thirds (2/3) of your accrued benefit determined on the basis of Benefit Service you would have had at your Normal Retirement Date, whichever provides the greater benefit *with no reductions*.

Monthly benefits to your Eligible Dependent Children will commence on the first day of the month following the month of your death and cease as of the first day of the month in which such surviving dependent is no longer an Eligible Dependent Child. If you have more than one Eligible Dependent Child, the survivor benefit will be divided equally among all the Eligible Dependent Children.

### How do I designate a Beneficiary if I am single?

When you become a participant, you may designate a 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. If you are a member of IBEW Local 459 (except Seneca), you can change your Beneficiary at any time prior to your Benefit Commencement Date. If you are a member of UWUA Local 180 and elect a Beneficiary to receive your benefit in the event of your death, such election is irrevocable.

#### *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 decision of the Plan Administrator 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 Plan Administrator 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% or 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](http://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 for the month following the month in which you are reemployed by the Company, unless the benefits you are receiving are the required distributions described under "Deferred



Retirement” on page 7. 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*

Pennsylvania Electric Company Bargaining Unit Retirement Plan

The provisions of the Plan can be found in Parts A and H 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.  
76 South Main Street  
Akron, OH 44308  
(610) 921-6809

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 FirstEnergy Retirement Programs. The FirstEnergy Retirement Programs has been given the authority to interpret, construe, and apply the provisions of the Plan in determining the extent to which a 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*

Pennsylvania Electric Company 25-0718085

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 the International Brotherhood of Electrical Workers Local 459 (except Seneca) and Utility Workers Union of America Local 180. 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.