FIRSTENERGY CORP. PENSION PLAN

January 2012

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Eligible Groups

This Summary Plan Description is created for the use of certain eligible FirstEnergy Corp. Pension Plan participants who are actively employed by the Company on or after January 1, 2005:

- All non-bargaining employees
- All employees represented by IBEW Local 272
- All employees represented by IBEW Local 1194
- All employees represented by UWUA Local 118/126
- All employees represented by UWUA Local 140
- All employees represented by UWUA Local 350/351
- All employees represented by UWUA Local 457

or, for the following union employees hired on or after the date indicated below:

- Employees represented by IBEW Local 29 hired on or after January 1, 2006
- Employees represented by IBEW Local 245 hired on or after January 1, 2005
- Employees represented by IBEW Local 459 hired on or after January 1, 2005
- Employees represented by IBEW Local 459 Seneca hired on or after January 1, 2006
- Employees represented by IBEW Local 777 hired on or after January 1, 2005
- Employees represented by IBEW Local 1413 hired on or after January 1, 2005
- Employees represented by IBEW Local System Council U-3 hired on or after January 1, 2005
- Employees represented by OPEIU Local 19 hired on or after January 1, 2006
- Employees represented by UWUA Local 180 hired on or after January 1, 2006
- Employees represented by UWUA Local 270 hired on or after January 1, 2007
- Employees represented by UWUA Local 270 Perry Techs hired on or after January 1, 2005

If you are not eligible for coverage under the pension benefits described in the document, the document that applies to you is the one that is:

- the current document for your bargaining unit if you are the member of a union or
- the Summary Plan Description in effect on the day that you terminated your employment.

If you are a terminated employee of the company and have been rehired, please contact the Pension Department for information about the Plan that applies to you.

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 FirstEnergy Corp. Pension Plan is provided by the Company to help you build financial security for your future. It represents only a part of the income you should take into account so you can make the most of your retirement years. When combined with your personal savings and Social Security benefit, you can increase the potential of a sound financial future.

Your pension is based on your earnings, the length of time you work for the Company and your age at retirement. The Company pays the entire cost of the Plan. The Plan is considered a defined benefit plan qualified under the Internal Revenue Code.

This Summary Plan Description (SPD) describes the benefits and options available to you under the Plan.

- Generally, the pension benefit formula that applies to you depends on your date of hire and is outlined in the table on page 8.
- However, if you:
  - Terminated your employment with the Company and were later rehired or
  - Transferred between bargaining and non-bargaining groups

The determination of the pension benefit formula that applies to you is governed by a specific set of rules. If you are a rehired former employee or a transferring current employee, you should contact the Pension Department or the Human Resources Service Center for more information about the pension formula that applies to you.

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

The provisions of the Pension 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. Plan participation is not an inducement or condition of employment. 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 agreements, if applicable. Your right to any payment under this Plan is determined solely under the Plan’s provisions.

History of the FirstEnergy Pension Plan

The FirstEnergy Corp. Pension Plan is a result of the merger of the Ohio Edison System Pension Plan, the nonbargaining provisions of the Centerior Energy Corporation Retirement Plan, the Duquesne Pension Plan as it applies to nonbargaining employees at Beaver Valley, and the GPU Companies Employee Pension Plan.

These plans in turn reflect the numerous mergers and changes that were made during the independent operation of the companies. In general, this or any previous merger or change does not have any effect on the benefits you had earned prior to that merger or change.

If you were an active participant in any of these plans on the day before the applicable merger as well as the day of the merger, special transition provisions may apply to you. If the transition provisions apply to you, make sure to read the “Special Transition Provisions” sections that begin with Appendix A beginning on page 48.

FirstEnergy Corp. Pension Plan

Benefits at a Glance

Eligibility	If you are an employee of a Participating Company, you become eligible to participate in the Pension Plan the first day of the month following your date of hire.
Enrollment	You are automatically enrolled in the Plan when you become eligible
Service	A year and fractional years of service for vesting and benefit determination are credited for each calendar year in which you are an employee of a Participating Company.
Plan Cost	The Company pays the entire cost. You make no contributions to the Plan.
Vesting	You become vested when you complete five years of service during which you are paid for at least a 1,000 hour equivalent year.
Retirement	You can retire from the Company if you are age 55 or older and have at least 10 years of service. There are three types of retirement under the Plan: • normal retirement at age 65 • early retirement between the ages of 55 and 65 or • deferred retirement after age 65
If You are Permanently and Totally Disabled	Depending on the pension benefit formula that applies to you (please see page 8), after 10 or more years of service, you may be eligible to receive a disability benefit from the Pension Plan that may continue until you retire, or at the earlier of; your death, your recovery or you attain age 65.
If You Leave the Company Before You Are Eligible to Retire	You can receive a vested deferred benefit as early as age 55 with at least 5 year of creditable service.
Reduction for Early Payment	If you elect to receive pension benefits before you attain age 65, your monthly benefit may be reduced for early payment.
Forms of Payment	You can elect to receive your pension benefit under the normal form of payment or choose one of the optional forms. Normal forms of payment include:: • a single life annuity if you are single when you begin receiving your pension benefit or • a 50% qualified joint and survivor annuity if you are married when you begin receiving your pension benefit. Optional forms of payment provide a benefit during your lifetime and, as applicable, a payment to your *Beneficiary* after your death.
When You Are Ready To Retire	Please notify the Plan at least 30 days but not more than three months before your planned date of retirement.
Survivor Benefits for Active Employees	• If you are an active employee who is married and you die after you have become vested but before you begin receiving a pension benefit, the Plan pays a benefit to your surviving spouse, based on the amount you accrued and adjusted to reflect a 100% joint and survivor annuity option. The date that survivor benefits commence depends on your years of service and age on the date of your death. • The same benefit rules apply for vested active employees who are not married and have completed the applicable form naming a Beneficiary for their pension benefit. For unmarried bargaining employees, the option for naming a beneficiary is subject to the current collective bargaining agreement. The amount (percent) paid will comply with current Federal Regulations. • No survivor benefits apply for unmarried employees who fail to complete the applicable form or terminate employment with the Company for any reason other than retirement.
Survivor Benefits for Retirees	Survivor benefits paid after you start your pension will be based on the payment option you elect.

The Pension Benefit Calculation That Applies to You

If you are vested under the terms of this Plan, you have a nonforfeitable right to a vested pension benefit regardless of your employment status at the commencement of your benefit. Generally, if you are an active employee of the Company, you can identify the calculation that applies to you by using the following table.

Participating Group	If you were an active employee on or before…	Your pension benefit is described on…	If you are a newly hired employee on or after …	Your pension benefit is described on…
Non-Bargaining	December 31, 2004	Page 13	January 1, 2005	Page 20
IBEW Local 29	Please refer to Local 29 Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2006	Page 20
IBEW Local 245	Please refer to Local 245 Pension Plan SPD for employees hired on or before December 31, 2004		January 1, 2005	Page 20
IBEW Local 272	December 31, 2004	Page 13	January 1, 2005	Page 20
IBEW 459	Please refer to Local 459 Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2005	Page 20
IBEW Local 459 Seneca	Please refer to the Local 459 Seneca Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2006	Page 20
IBEW Local 777	Please refer to the Local 777 Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2006	Page 20
IBEW Local 1194	December 31, 2005	Page 13	January 1, 2006	Page 20
IBEW Local 1413	Please refer to the Local 1413 Pension Plan SPD for employees hired on or before December 31, 2004		January 1, 2005	Page 20
IBEW System Council U-3	Please refer to the U-3 Pension Plan SPD for employees hired on or before December 31, 2004		January 1, 2005	Page 20
OPEIU Local 19	Please refer to the Local 19 Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2006	Page 20
UWUA Local 180	Please refer to the Local 180 Pension Plan SPD for employees hired on or before December 31, 2005		January 1, 2006`	Page 20
UWUA Local 118/126	December 31, 2005	Page 13	January 1, 2006	Page 20
UWUA Local 140	December 31, 2004	Page 13	January 1, 2005	Page 20
UWUA Local 270	Please refer to the Local 270 Pension Plan SPD for employees hired on or before December 31, 2006		January 1, 2007	Page 20
UWUA Local 270 Perry Techs	December 31, 2004	Page 13	January 1, 2005	Page 20
UWUA Local 350/351	December 31, 2004	Page 13	January 1, 2005	Page 20
UWUA Local 457	December 31, 2004	Page 13	January 1, 2005	Page 20

NOTE: If you were rehired by the Company or transferred between FirstEnergy companies or bargaining/non-bargaining positions, the above table may not apply to you. Please contact the Pension Department or the Human Resources Service Center to determine the pension benefit calculation that applies to you

Eligibility

You are eligible to participate in the Plan if you are:

- A non-bargaining unit employee of FirstEnergy Corp. or any of its operating companies to which this Plan is offered (as listed in the section "Participating Employers" on page 45), or
- A bargaining unit employee of a Participating Employer covered by a collective bargaining agreement that provides for participation in this Plan (as listed in the section "Participating Unions" on page 45)

  If you are a member of a Participating Union and you were an active employee on or before the date noted in column 2 on the previous page, the document that applies to you:

  - is the one that is the current document for your bargaining unit or
  - the Summary Plan Description in effect on the day that you terminated your employment
- You are **not** covered by the plan, if you are: an employee who is covered by an oral or written agreement which excludes participation in the Plan
- A leased employee as defined by the Plan.

You automatically begin participating in the Plan on the first day of the month following your date of hire.

Enrollment

You are automatically enrolled in the Plan if you are eligible.

Your Cost

The Company pays the entire cost of the Pension Plan. You are not able to contribute to the Plan.

Your Service

Your vested or nonforfeitable right to a benefit and the amount of your Plan benefit will depend on your years of service with the Company. There are two types of service:

- *Eligibility service* is used to determine your right to receive benefits from the Plan.
- *Benefit Service* is used to determine the amount of your benefit.

Hours of Service

Service is measured in hours. You earn an hour of service for:

- Each hour for which you are paid or entitled to be paid for work performed for the Company;

- Each hour you would have worked during periods in which you are absent for reasons authorized by the Company, such as vacation, holiday, absence days, illness, injury, funeral, jury duty, leave of absence, military service, or, if applicable, disability.

An hour of service does not include those hours an employee would have worked during periods in which the employee is on layoff, has been suspended without pay for disciplinary reasons, is on union business without pay, is on strike, or is absent from work for reasons not authorized by the Company. An hour of service does not include those hours for which an employee is paid in lieu of vacation entitlement after termination of employment.

Years of Eligibility Service

Effective January 1, 1988 or later merger or acquisition date, if applicable, for the purposes of determining your vested right to a benefit or your eligibility for early retirement, disability, surviving spouse benefits, or the early retirement factors applicable to a vested deferred benefit, you will earn a year of *eligibility service* for each Plan Year during which you complete at least 1,000 hours of service with at least one hour of service in each month.

Service Credit

In order to receive service credit for a month, you must have at least one hour of service in that month regardless of whether you have earned at least the required 1,000 hours of service in a *Plan Year*.

For example: If you are at work from January through the end of May and then take an unapproved leave of absence until the beginning of September before returning to regular employment hours for the rest of the year, you will receive service credit for nine months and no credit for three months (June, July and August), even though you worked for more than 1,000 hours during the year. To receive service credit for any month, you must work for the Company at least one hour in that month.

In addition, you will earn a partial year of *eligibility service* in the year in which you begin participation (back to January 1, 1988) or later merger or acquisition date, if applicable, are on strike, unauthorized leave of absence, or terminate employment. You will earn one month of *eligibility service* for each month worked, on the basis of 1,000 hours of service for the *Plan Year*. For example, an employee who becomes a participant in the Plan on July 1 must complete 500 hours of service during the remainder of the *Plan Year* to receive eligibility service for the six-month period.

Before January 1, 1988 or later merger or acquisition date, if applicable, your *years of eligibility service* for determining your vested right to a benefit or eligibility for early retirement, disability and surviving spouse benefits were determined in accordance with the prior Plan's provisions.

Years of *Benefit Service*

Effective January 1, 2005, or later merger or acquisition date, if applicable, you will earn one year of *Benefit Service* for each *Plan Year* in which you are a participant and complete at least 1,000 hours of service, with, at least, one hour of service in each month.

In addition, you will earn a partial year of *Benefit Service* in the year in which you begin participation, are on strike, unauthorized leave of absence, or terminate employment. You will earn one month of *Benefit Service* for each month worked, on the basis of 1,000 hours of service for the *Plan Year*.

For example, an employee who becomes a participant in the Plan on July 1 must complete 500 hours of service during the remainder of the *Plan Year* to receive *Benefit Service* for the six-month period. In addition, the employee must work at least one hour in each month or service will not be credited for that month.

Please note:

- All continuous, full-time regular employment with Ohio Edison or Penn Power before January 1, 1976, will be counted as *Benefit Service*.
- If you were a participant in the Centerior Energy Corporation Retirement Plan on December 31, 1998, your *Benefit Service* through that date will be based on the provisions of the prior plan.
- If you were a participant in the GPU Companies Employee Pension Plan for Nonbargaining Employees on December 31, 2002, your *Benefit Service* through that date will be based on the provisions of the prior plan.
- If you were a participant in the Duquesne Pension Plan as it applies to nonbargaining employee at Beaver Valley on December 25, 1999, your *Benefit Service* through that date will be based on the provisions of the Duquesne Plan.

Break in Service

If you complete fewer than 500 hours of service during the Plan Year, you will incur a break in service. A break in service can affect your right to previous service if you leave the Company and are rehired, as described in the following section.

Military Leave and Layoffs

If you are on military leave or layoff, the following rules are used to determine service for the purposes of eligibility and benefit calculation:

- **Military Leave —** If you go on a military leave and return to work before your veteran's reemployment rights end, that time will not cause a break-in-service. In addition, that time will count as both *Eligibility Service* in determining participation in the Plan, vesting, disability (if applicable), eligibility for early retirement, surviving spouse benefits or early retirement factors applicable to a vested deferred benefit and *Benefit Service* for calculating the amount of your pension benefit. In addition, you will receive credit for earnings which you would have received during the period of your military service.

- **Layoff —** During the period in which you have recall rights, you will not incur a break in service due to absence while you are on layoff. However, a period of layoff will not be counted as *Eligibility Service* in determining participation in the Plan, vesting, the right to an early retirement, disability or surviving spouse benefit, or *Benefit Service*. If you don't return to work upon recall, you will be assumed to have terminated your employment on the last day of the period allowed for your return.

Rehire

If you terminate employment and are subsequently rehired by one of FirstEnergy's Companies how your service is counted as well as the amount of the pension benefit you ultimately receive may be affected.

Although each rehire situation needs to be reviewed on a "case by case" basis, there are some general guidelines that will apply.

- **If you were not vested** and you left the employment of either Centerior or GPU prior to the merger with FirstEnergy and you were rehired by FirstEnergy after the completion of the merger, all of your prior service and pensionable earnings were lost.

- **If you were vested** and you left the employment of either Centerior or GPU prior to the merger with FirstEnergy and you were rehired by FirstEnergy after the completion of the merger, your prior service and pensionable earnings will be counted for your prior vested pension calculation. You will begin to earn a new separate benefit - based on earnings and service since rehire date - under the FirstEnergy plan.

  You will be considered immediately vested in the new benefit because of your *Eligibility Service* with the prior plan. Normal early retirement factors will be used for both – prior and current – benefit calculations if you ultimately retire from FirstEnergy. If you terminate employment before becoming eligible to retire, both benefits will be calculated using deferred vestor early retirement factors.

- **If you are not vested** and you leave the employment of FirstEnergy and you are rehired within 5 years under the **same** FirstEnergy pension formula(s), your prior service and pensionable earnings will be restored and applied to continued participation in the FirstEnergy formula(s). If you are not rehired within 5 years, all prior service and earnings will be lost.

- **If you are not vested** and you leave the employment of FirstEnergy and you are rehired within 5 years under a **different** FirstEnergy pension formula(s), your prior service and pensionable earnings will be restored and applied to the original formula(s). You will begin to earn a separate benefit - based on earnings and service since rehire date - under the FirstEnergy formula(s) that apply to new hires.

  Pension benefits under both the original and current (new hired) formula(s) will vest based on the combined *Eligibility Service*.

- **If you are vested** and you leave FirstEnergy and you are rehired under the **same** FirstEnergy pension formula(s) prior service and pensionable earnings will be restored and applied to continued participation in the FirstEnergy formula(s).

If you are vested and you leave FirstEnergy and you are rehired under a **different** FirstEnergy pension formula(s) than you had when you last left, prior service and pensionable earnings will be applied to the original formula(s). You will be immediately vested and begin to earn a separate benefit – based on earnings and service since rehire date – under the FirstEnergy formula(s) that apply to new hires. Normal early retirement factors will be used for both – prior and current – benefit calculations if you ultimately retire from FirstEnergy. If you terminate employment before becoming eligible to retire, both benefits will be calculated using deferred vestor early retirement factors.

If you were a former employee of Centerior or GPU, your Eligibility and Benefit service will be determined according to the Centerior or GPU plan rules in effect on the date your service ended.

The High 48/Career Earnings Pension Benefit Calculations

This section applies to you if you are in any one of the following participating groups. Then please go to page 25 to continue the rest of your Summary Plan Description.

Participating Group	If you were an active employee on or before…
Non-Bargaining	December 31, 2004
IBEW Local 272	December 31, 2004
IBEW Local 1194	December 31, 2005
UWUA Local 118/126	December 31, 2005
UWUA Local 140	December 31, 2004
UWUA Local 350/351	December 31, 2004
UWUA Local 457	December 31, 2004

Please note that the section titled "The Final Average Total Pay Pension Benefit Calculation" beginning on page 21 may not apply to you if you remain continuously employed with the Company.

The High 48/Career Earnings Pension Benefit Calculations

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 33.

Retirement Types

If you terminate employment on or after age 55, you may choose from three retirement types:

Early Retirement

You can begin receiving retirement benefits from the Plan as early as age 55 if you have completed ten or more *years of eligibility service*. However, if you start receiving retirement benefits before age 60 the amount you receive will be reduced. Among other factors, the reductions for early retirement depend upon whether you retire from active employment or as a vested terminated employee. This is explained later in this Summary.

Normal Retirement

Your normal retirement date is the first of the month following your 65th birthday or the date you complete five *years of eligibility service*, whichever occurs later.

Deferred Retirement

If you continue working for the Company beyond age 65, your pension benefits will not begin until you actually retire, and you will continue to earn credit for earnings and service. You must complete at least five *years of eligibility service* before you would be eligible for monthly pension benefits from the Plan.

Disability Provisions

If, after ten years of *eligibility service*, you become disabled and meet the requirements for benefits from the Company's Long-Term Disability (LTD) Plan, or if the Company's Medical Director determines that you are totally and permanently disabled, you may be eligible for a disability benefit from the Pension Plan. Generally, this benefit will continue as long as you remain disabled or until you reach age 65, whichever is earlier. You must submit documentation to support your application for disability benefit. Your application will be reviewed and approved or denied according to the rules of the Plan.

Vested Termination

If you are a vested employee who terminates employment before the date you are eligible to retire, you may be able to receive your vested benefit early. For more information about terminated vested participants receiving early payment of benefits please see page 25.

How Your Benefit Is Calculated

Your pension benefit is calculated using multiple formulas that use your age and service in determining the amount you will receive. The two primary formulas are:

- Career Earnings Benefit Formula or
- The Adjusted Highest Average Monthly Base Earnings Benefit Formula.

The formula that produces the larger pension benefit will be used for payment of your pension benefit.

Please Note

If your employment with FirstEnergy is the result of a merger or acquisition by FirstEnergy, you may be eligible for "Special Transition Provisions". Please see the Appendix B, page 53, for more information.

Career Earnings Benefit Formula

Under this formula your age 65 monthly benefit equals your Career Earnings times 2.125% divided by 12.

Credited Career Earnings include "Base Earnings" (see below) plus overtime, annual incentive payments and payment of vacation at service termination.

Example: Here's an example of how a benefit is calculated under the Career Earnings Formula.

Employee Data	
Years of Benefit Service	*30*
Career Earnings	*$900,000*
Career Earnings x 2.125% divided by 12 equals	*$900,000 x 2.125% divided by 12*
Career Earnings Monthly Benefit*	*$1,593.75*
** This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

Adjusted Highest Average Monthly Base Earnings Benefit Formula

Under this formula, your benefit equals the total of amounts A and B.

Amount A is the Highest Average Monthly Base Earnings times the sum of:

1. 1.58% times your first twenty *years of Benefit Service*
2. 1.18% times your next ten *years of Benefit Service*
3. .78% times your next five *years of Benefit Service*
4. 1.10% times each *year of Benefit Service* in excess of 35 years.

Amount B is an amount equal to 0.32% times your *Benefit Service* (up to 35 years) times the greater of the difference between the *Highest Average Monthly Base Earnings* and the lesser of 150% of *Covered Compensation* or the Social Security Wage Base, and zero (0).

Base Earnings include wages paid by the Company for regular hours worked, including shift and holiday premiums, 401(k) contributions, before-tax Flexible Benefits contributions, Worker's Compensation disability payments and any base compensation payable after December 31, 2004, but deferred under any non-qualified plan.

Example: Here's an example of how a benefit is calculated under the Adjusted Highest Average Monthly Base Earnings Benefit Formula:

Employee Data	
Years of Benefit Service	*30*
Highest Average Monthly Base Earnings	*$3,800*
*Monthly Covered Compensation**	*$3,694*
*150% of Monthly Covered Compensation**	*$5,541*
*Social Security Wage Base**	*$7,850*
** Amounts shown above are for illustrative purposes only, 2006 Federal Tables were used. These tables are updated annually.*	

Based on this data, here's how the benefit is calculated:

Amount A	
Highest Average Monthly Base Earnings	$3,800
Times the sum of:	
1. 1.58% x first 20 years *Benefit Service = 31.6%*	
2. 1.18% x the next 10 years of *Benefit Service = 11.8%*	
Total	43.4%
Highest Average Monthly Base Earnings x 43.4% equals	$3,800 x 43.4%
Amount A equals	$1,649.20
PLUS *Amount B*	
Highest Average Monthly Base Earnings	$3,800
Minus the lesser of 150% of Monthly Covered Compensation or Social Security Wage Base (But not less than zero)	- $5,541
	$ 0

32% times 30 years of Benefit Service	*9.6%*
Amount B equals	*$0*
Adjusted Highest Average Monthly Base Earnings Benefit* *Amount A plus Amount B ($1,649.20 + $0)*	*$1,649.20*
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

Using these examples, the benefit generated by the Career Earnings Benefit Formula, $1,593.75 and the benefit generated by the Adjusted Highest Average Monthly Base Earnings Benefit formula, $1,649.20, will be compared and the employee's monthly pension will equal the greater of the two formulas. In this example the monthly pension benefit generated by the Adjusted Highest Average Monthly Base Earnings Benefit formula will be used, the employee's monthly pension will equal $1,649.20 before any reductions for early retirement or optional forms of payment.

Early Retirement

If you have completed ten or more years of *eligibility service*, you can retire as early as the first day of the month following your 55th birthday (effective January 1, 2007, if your birthday is the first day of the month, you may retire on that day). The percentage of the age 65-retirement benefit you receive will be based on the years and months that your benefit commencement precedes age 60.

- At age 55, your retirement benefit is 70% of the accrued retirement benefit payable to you at age 65.
- For each month you continue to work (or retire and defer your *Benefit Commencement Date*) beyond age 55 through age 56, the percentage of your early retirement reduction factor is increased by 5/12%
- From age 57 through age 59 and 11 months, the percentage of your early retirement reduction factor is increased by 1/3% for each month you continue to work.
- At age 60, the percentage of your early retirement reduction factor will increase from 91 2/3%, payable at age 59 and 11 months, to 100 % of the accrued retirement benefit payable to you at age 65.

The following chart shows how your age 65-retirement benefit is reduced at different early retirement ages:

EARLY RETIREMENT REDUCTION TABLE	
If Your Payment Begins at Age …	**Your Benefit Is Multiplied By…**
64	100%
63	100%
62	100%
61	100%
60	100%

59	88%
58	84%
57	80%
56	75%
55	70%

This chart applies only to early retirement benefits. It does not apply to vested employees who terminate employment before they are eligible to retire and elect to receive their vested benefit early. For more information concerning reduction factors for terminated vested participants receiving early payment of benefits, please see page 25.

Example: Here's what would happen if the employee in the previous example decided to retire early. The larger of the two formulas, $1,649.20, is reduced by the appropriate early retirement reduction factor.

Employee Data	
Age at benefit Commencement	*59*
Normal Retirement Benefit	*$1,649.20*
Early Reduction Factor	*.88*
Early Retirement Benefit equals	*$1,649.20 x 88%*
Early Retirement Benefit	*$1,451.30*

Early Retirement: Deferring Commencement of Your Pension Benefit

If you wish, you may choose to retire between ages 55-65 and elect to defer payment of your pension benefit to a future date but no later than the 1st day of the month following your 65th birthday. If you choose to defer the commencement of your pension benefit, that benefit is calculated based on your age at the time payment begins and not on your age at retirement. The age at which you begin receiving your pension will determine whether the early retirement reduction will apply.

Normal Retirement

The amount of your pension benefit at normal retirement is determined by the formula that produces the largest benefit with no reductions for early retirement.

Deferred Retirement

If you retire after your 65th birthday with five or more *years of eligibility service*, your deferred retirement benefit will be calculated based on your C*areer Earnings*, *years of Benefit Service* and your *Highest Average Monthly Base Earnings* at the time you terminate employment. Regardless of what happens to your *earnings* after age 65, the Plan will pay a benefit that will not be less than what you would have received at age 65 if you were eligible to retire.

Disability Benefits

Disability benefits currently equal $400 per month. Disability benefits received from this Plan will be reduced by the amount of any additional disability income received from sources sponsored by the Company including Workers' Compensation. However, they will not be reduced by income received from Social Security. Benefits from the Long-Term Disability Plan will be reduced by your disability benefit, Social Security, as well as your pension benefit if you retire and start your pension.

Employees who qualify for a disability benefit may continue to earn *years of Benefit Service* under the Plan until they begin to receive their retirement benefits. When they meet the early retirement requirements, they can receive early retirement and disability income. *Years of Benefit Service* earned before they begin to receive early retirement benefits will be used to calculate their benefit.

Final Average Total Pay Benefit Calculation

This section applies to you if you are in any one of the following participating groups*. The rest of your Summary Plan Description follows.

Participating Group	If you are a newly hired employee on or after …
Non-Bargaining	January 1, 2005
IBEW Local 29	January 1, 2006
IBEW Local 245	January 1, 2005
IBEW Local 272	January 1, 2005
IBEW Local 459	January 1, 2005
IBEW Local 459 Seneca	January 1, 2006
IBEW Local 777	January 1, 2006
IBEW Local 1194	January 1, 2006
IBEW Local 1413	January 1, 2005
IBEW System Council U-3	January 1, 2005
OPEIU Local 19	January 1, 2006
UWUA Local 180	January 1, 2006
UWUA Local 118/126	January 1, 2006
UWUA Local 140	January 1, 2005
UWUA Local 270	January 1, 2007
UWUA Local 270 Perry Techs	January 1, 2005
UWUA Local 350/351	January 1, 2005
UWUA Local 457	January 1, 2005

Please note that the previous section titled "The High 48/Career Earnings Pension Benefit Formula" beginning on page 14 does not apply to you.

** Certain rehired or transferred employees may also be covered by the Final Average Total Pay Benefit Calculation.*

The Final Average Total Pay Pension Benefit Calculation

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 33.

Retirement Types

If you terminate employment on or after age 55, you may choose from three retirement types:

Early Retirement

You can begin receiving retirement benefits from the Plan as early as age 55 if you have completed ten or more *years of eligibility service*. However, if you start receiving retirement benefits before age 62 the amount you receive will be reduced. Among other factors, the reduction for early retirement depends upon when you were hired and whether you retire from active employment or as a vested terminated employee. This is explained later in this Summary.

Normal Retirement

Your normal retirement date is the first of the month following your 65th birthday or the date you complete five *years of eligibility service*, whichever occurs later.

Deferred Retirement

If you continue working for the Company beyond age 65, your pension benefits will not begin until you actually retire, and you will continue to earn credit for earnings and service. You must complete at least five *years of eligibility service* before you would be eligible for monthly pension benefits from the Plan.

Vested Termination

If you are a vested employee who terminates employment before you are eligible to retire, you may be able to receive your vested benefit early. For more information about terminated vested participants receiving early payment of benefits please see page 25.

How Your Benefit Is Calculated: The Final Average Total Pay Formula

Under this formula your monthly benefit equals your Highest Average Monthly Total Pay times 1.2% times your *years of Benefit Service*

Highest Average Monthly Total Pay

The average of the highest 48 consecutive months of "*Final Average Total Pay*" during the last 120 months of Service prior to retirement or other separation of employment.

Example: Here's an example of how a benefit is calculated under the *Final Average Total Pay* Formula.

Employee Data	
Years of Benefit Service	*23*
Highest Average Monthly Total Pay	*$4,805*
Highest Average Monthly Total Pay times 1.2% times 23 years of Benefit Service	*$4,805 x 1.2% x 23*
Final Average Total Pay Monthly benefit*	$1,326.09
**** This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.***	

Early Retirement

If you have completed ten or more years of *eligibility service*, you can retire as early as the first day of the month following your 55th birthday (effective January 1, 2007, if your 55th birthday is on the first day of the month, you may retire on that date). The percentage of the age 65-retirement benefit you receive will be based on the years and months that your benefit commencement precedes age 62.

- At age 55, your retirement benefit is 72% of the accrued retirement benefit payable to you at age 65.
- For each month you continue to work (or retire and defer your benefit commencement) beyond age 55 through age 62, the percentage of your early retirement reduction factor is increased by 1/3%

The following chart shows how your age 65-retirement benefit is reduced at different early retirement ages:

EARLY RETIREMENT REDUCTION TABLE	
If Your Payment Begins at Age …	**Your Benefit Is Multiplied By…**
64	100%
63	100%
62	100%
61	96%
60	92%
59	88%
58	84%
57	80%
56	76%
55	72%

This chart applies only to early retirement benefits. It does not apply to vested employees who terminate employment before they are eligible to retire and elect to receive their vested benefit early. For more information concerning reduction factors for terminated vested participants receiving early payment of benefits please see page 25.

Example: Here's what would happen if the employee in the previous example decided to retire early. In order to determine the amount of an early retirement pension, the benefit is calculated using the formula previously described. Then, the benefit is reduced by the appropriate early retirement reduction factor.

Employee Data	
Age at benefit Commencement	*59*
Monthly Normal Retirement Benefit	*$1,326.09*
Early Retirement Benefit equals	*$1,326.09 x 88%*
Early Retirement Benefit	*$1,166.96*

Early Retirement: Defer Commencement of Your Pension Benefit

If you wish, you may choose to retire between ages 55-65 and elect to defer payment of your pension benefit until a future date but no later than the 1st day of the month following your 65th birthday. If you choose to defer the commencement of your pension benefit, that benefit is calculated based on your age at the time payment begins and not on your age at retirement. The age at which you begin receiving your pension will determine whether the early retirement reduction will apply.

Normal Retirement

The amount of your pension benefit at normal retirement is determined by the formula with no reductions for early retirement.

Deferred Retirement

If you retire after your 65th birthday with five or more *years of eligibility service*, your deferred retirement benefit will be calculated based on your *highest average monthly total pay and years of Benefit Service* at the time you terminate employment. Regardless of what happens to your *earnings* after age 65, the Plan will pay a benefit that will not be less than what you would have received if you had retired at age 65 if you were eligible to retire.

Disability

The *Final Average Total Pay* pension benefit does not include a disability benefit provision. However if you have 10 or more years of service and are determined to be totally and permanently disabled you will be credited with pension service, not earnings, until the earlier of your recovery, retirement, age 65 or your death.

Vesting: Earning Your Right To Your Pension

If you have completed at least five full years of *eligibility service*, you are entitled to begin receiving a pension benefit at age 65, whether or not you are actively employed by the Company at the time you retire. This is called being vested in the Plan. The amount of your pension benefit will be based on your age when benefits begin and your earning and *years of benefit service* at the time you leave the Company.

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 33.

If You Leave the Company Before You Retire

If you leave the Company with at least five years of *eligibility service* but before becoming eligible to retire (age 55 or older with at least 10 or more years of service), your benefit will be based on your earnings and benefit service at the time of your termination. You may request early commencement of your vested benefit any time after your 55th birthday. If you wish to do so, you must apply in writing to the Plan Administrator at least 30, but no more than 90 days before your planned benefit commencement.

If your pension benefits begin before age 65, the amount of your benefit will be reduced. The reduction factors for early commencement of vested benefits for employees who terminate employment with the Company before becoming eligible to retire are different than those for active employees who terminate employment when they are eligible to retire. The following table shows the applicable reduction factors if you choose to commence your vested benefit before you attain age 65. Although all early commencement dates are not shown, you can use these percentages as a guide when considering the amount of your benefit.

Deferred Vested Early Reduction Table	
If Your Payment Begins at Age...	Your Benefit is Multiplied By...
65	100%
64	91%
63	82%
62	75%
61	69%
60	63%
59	58%
58	53%
57	49%
56	45%
55	42%

Effective January 1, 2007, your benefit will automatically be paid to you in a single payment when you terminate employment if 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 payment of the present value of your benefit.

If you leave the Company before you are vested, you will not be entitled to receive any benefits from the Plan.

Involuntary Separation

If you are:

- between age 50 and 54
- have 10 or more years of *Eligibility Service*
- are involuntarily separated from the Company on or after April 1, 1997 and
- qualify for and elect to receive benefits from the FirstEnergy Severance Benefits Plan,

You may elect to receive your pension benefit as early as age 55. Please note that the early retirement reductions percentages will be used instead of the terminated vested early retirement reductions shown above.

Information to Terminated Vested Employees

A vested employee who terminates employment before becoming eligible to retire will receive a letter from the Human Resources Department which identifies the amount of the Deferred Vested Benefit and the procedure to follow to initiate the benefit.

A former employee who receives a Deferred Vested Benefit will not be eligible for other Company retirement benefits.

How Your Pension Is Paid

It is generally a good idea to apply for pension benefits at least 30 days but no more than 90 days before your retirement. This will allow for the timely processing of your retirement and pension benefit.

Regardless of the pension benefit calculation used to calculate the amount of your pension benefit, the way your pension is paid normally depends on whether you are married at the time you begin receiving payments. However, if no election is made by your Normal Retirement date, payment will be made as follows:

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 33.

Normal Forms of Payment

If You are Married

If you are married, the normal method of payment is a Qualified 50% Joint & Survivor Annuity. This method reduces the amount of your monthly pension benefit, but, in the event of your death, continues to pay 50% of that reduced benefit to your spouse for the remainder of his or her lifetime.

If you are married, your spouse must agree in a written statement which is either notarized or witnessed by an authorized Company HR representative if you want to receive payment in a form that is other than the Qualified Spouse's 50% Joint & Survivor Annuity.

If You Are Not Married

If you are not married, the normal method of payment is a Single Life Annuity. You will receive monthly pension benefits for the rest of your life. At your death all payments will stop.

If you have an Alternate Payee

If you have a Qualified Domestic Relations Order (QDRO) the normal form of payment for your Alternate Payee will be the Single Life Annuity or a Period Term Certain Annuity. Alternate Payees are not eligible for any of the Joint and Survivor Annuities or for any form of payment not offered to the Participant.

Optional Forms of Payment

Besides the normal methods of payment, described above, the plan offers several additional choices for you to receive your pension benefit. They may suit your personal circumstances better than the normal methods of payment. If you are married, your spouse's consent is required for any election other than the Qualified Spouse's 50% Joint & Survivor Annuity, described above.

Single Life Annuity

This is a monthly annuity payable for life which stops upon your death. No benefit is paid to a *Beneficiary*.

Joint and Survivor Annuities

This option provides a reduced monthly annuity, payable during your lifetime. Upon your death, 25%, 50%, 75% or 100% of the amount you receive will be paid to your designated *Beneficiary* as long as he or she lives. Under this option, the amount you receive during your lifetime is less than the amount you would receive as a single life annuity. The amount of the reduction depends on the age of both you and your *Beneficiary* and on the percentage to be continued after your death. If your *Beneficiary* predeceases you, the reduction to your monthly benefit will not change

Joint and Survivor Annuities With "Pop Up"

This option provides a reduced monthly annuity, payable until your death. Upon your death, 25%, 50%, 75% or 100% of the amount you receive will be paid to your designated *Beneficiary* as long as he or she lives. Under this option, the amount you receive during your lifetime is less than the amount you would receive as a Single Life Annuity. The amount of the reduction depends on the age of both you and your *Beneficiary* and on the percentage to be continued after your death. If your *Beneficiary* predeceases you, your monthly benefit will revert back (or "pop up") to the payment which would have been payable as a Single Life Annuity. Selecting the "pop-up" feature will result in a greater reduction in your benefit.

Period Certain Annuities

This payment method provides a reduced monthly annuity for your lifetime with a maximum guaranteed period (5, 10 or 15 years) for your *Beneficiary*. If you die before receiving all the payments for the period you elected, your *Beneficiary* will receive the remaining payments. If your *Beneficiary* predeceases you, you may designate someone else, even if your benefit has already commenced, if you are within the term of the period you elected. If you die after the selected payment period ends (5, 10, 15 years), no further benefits will be paid. If both you and your *Beneficiary* die before the selected payment period ends, your estate or your *Beneficiary*'s estate will receive a *single payment* based on the value of the remaining payments.

Commuted Benefit (Lump Sum) Option

This option is only available to former non-bargaining employees of Centerior Energy who were vested, active employees of Centerior Energy as of December 31, 1997.

If you qualify for this benefit, you can elect to receive a portion of your plan benefit as a lump sum equal to the actuarial equivalent of the vested benefit you had earned as of December 31, 1997.

If you elect the Commuted Benefit Option any additional benefits earned after December 31, 1997 and payable from the Plan will then be paid as the optional form that you select. If you are married and elect the Commuted Benefit Option and you want to receive payment in a form other than the Qualified Spouse's 50% Joint & Survivor Annuity, your spouse must agree in a written statement which is either notarized or witnessed by an authorized Company HR representative.

You may elect to take any or all of your lump sum payment as cash, roll it over to an Individual Retirement Account (IRA) or to the FirstEnergy Corp. Savings Plan. If you choose to roll any portion of your lump sum into the FirstEnergy Corp. Savings Plan you must be a participant in the FirstEnergy Corp. Savings Plan with an account balance and you must be retiring as an Active Employee.

Please see Appendix A beginning on page 48 for more detailed information about your payment.

Changing Your Election

You have the right to change your election as to the method of pension payment up to the date of the commencement of your personal benefit. As soon as payment of benefits begins, you may NOT change your benefit election at any time for any reason.

Survivor Benefits

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 33.

Eligibility to receive Survivor Benefits under the Plan depends on a number of key factors: Whether you are:

1. married or not at the time of your death
2. an active employee, a totally and permanently disabled employee or a retiree who has not yet commenced payment of your pension benefit
3. a vested employee who terminated employment before becoming eligible to retire
4. a member of a Participating Union that has negotiated a pre-retirement survivor benefit for unmarried active employees

If You Die Before You are Vested

If you die before you are vested, your survivors are not entitled to a benefit from the plan. The section "Vesting: Earning Your Right to Your Pension" (please see page 25) explains when you become vested in a benefit from the plan.

If You Die as an Active Employee or as a Retiree Before Your Benefit Commencement Date

For purposes of eligibility for Survivor Benefits described below, you must be an active employee or an employee who has retired and deferred commencement of your pension benefit. An "active employee" includes:

1. a vested employee of a Participating Company or a Participating Union that has negotiated a pre-retirement survivor benefit who is actively performing the duties of his/her regular employment for the Company or
2. an employee of a Participating Company who is permanently and totally disabled and is eligible to receive disability benefits from this Plan.

Effective January 1, 2005, unmarried active employees (who are eligible) may designate a beneficiary.

IMPORTANT: If you are vested, unmarried and eligible to choose a Beneficiary, you must positively elect this option by completing the appropriate Beneficiary election form. If you do not complete and submit the appropriate form, no Beneficiary election will be deemed to have been made and, if you should die as an active employee, no benefit will be paid. You may obtain a copy of the appropriate form on the Portal under HR/Forms or by contacting the Human Resource Service Center at (800)-543-4654.

Qualified Pre-Retirement Survivor Annuity

If you die as an active employee and you have completed at least 5 years, but less than ten *years of eligibility service*, your spouse or designated *Beneficiary* (if you are eligible, unmarried and have completed the appropriate forms to name a *Beneficiary)*, will be eligible for the Qualified Pre-Retirement Survivor Annuity.

- The amount of the benefit is equal to 100% of your benefit calculated as though you had terminated employment on the day before your death and deferred payment to age 55, with a 100% Joint and Survivor Annuity option in effect. In the event that the death benefit for your beneficiary can not be determined using the 100% Joint and Survivor option due to a large variance in ages, your beneficiary's benefit will be determined as if you had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted.
- The benefit is payable the first day of the month following the date of your death or the date that you would have attained age 55, whichever is later.
- Benefits will be reduced for early payment based on the applicable reduction factors for a vested deferred benefit (please see page 25)

Pre-Retirement Survivor's Benefit

If you have completed at least ten years of *eligibility service* and you die as an active employee or a retiree whose pension benefit has not commenced, your spouse or designated *Beneficiary* (if you are eligible, unmarried and have completed the appropriate forms to name a *Beneficiary)* will be eligible for the Pre-retirement Survivor's Benefit.

- The amount of the benefit is equal to your benefit calculated as though you had retired on the day before your death with a 100% Joint and Survivor Annuity option in effect. In the event that the death benefit for your beneficiary can not be determined using the 100% Joint and Survivor option due to a large variance in ages, your beneficiary's benefit will be determined as if you had elected the maximum Joint and Survivor Annuity Option (75% of 50%) permitted.
- The benefit will be payable on the first of the month following your death.
- Early retirement reductions will apply, but the maximum reduction will be that allocated for an age 55 early retirement.

If You Die After You Have Left the Employment of the Company

If you are vested and die after you leave employment of the Company but before you are eligible to retire, <u>your spouse</u> can receive monthly payments beginning as early as the date you would have reached age 55 or as late as the date you would have reached age 65.

- The amount of the benefit will be based on your vested benefit at termination, and paid as if you had elected the 100% Joint and Survivor Annuity option.
- Benefits will be reduced for early payment based on the applicable reduction factors for a vested deferred benefit (please see page 25) and the date that your *Beneficiary* elects to commence the payment of benefits.

PLEASE NOTE: Even if you were unmarried and filled out the appropriate pre-retirement survivor form as an active employee, once you leave before becoming eligible to retire, that election terminates on the last day of your employment with the Company. No pre-retirement survivor benefit will be payable to any beneficiary other than a surviving spouse if you leave the Company before you are eligible to retire.

If You Die After Commencement of Pension Benefits

If you die after your pension benefits begin, benefits will cease or continue to your pension *Beneficiary* based on the pension option you elected.

Important Terms Under the Plan

The following terms have a specific, technical meaning when used in connection with the Plan.

Beneficiary

For active married employees, your *Beneficiary* is always your spouse prior to your *Benefit Commencement Date*.

For unmarried active employees, a *Beneficiary* is a person designated to receive benefits under the Plan in the event of the employee's death while still actively employed. Specific rules apply:

- You must be actively employed and vested in the Plan,
- If you participate as a union member, the option of naming a *Beneficiary* must have been negotiated by the union. This option is not available to bargaining unit employees unless it has been negotiated by their individual union.
- You must designate the beneficiary (only one beneficiary is permitted) in writing by completing and filing the appropriate form. No other method of designation will be accepted.

For retirees, a *Beneficiary* is the legal spouse or other designated *Beneficiary* of a retiree at the time benefit payments begin. Restrictions apply to certain methods of payment if the difference in ages between the retiree and *Beneficiary* is too great.

If you are married, your spouse must agree in a written statement which is either notarized or witnessed by an authorized Company HR representative if you want to receive payment in a form that is other than the Qualified Spouse's 50% Joint & Survivor Annuity.

For a Joint & Survivor option, your *Beneficiary* is referred to as an "Annuitant."

For a Period Certain Annuity, your *Beneficiary* is referred to as a "Contingent Beneficiary."

Benefit Commencement Date

The date that the first payment of your pension benefit is paid to you, your surviving spouse or, if applicable, your surviving beneficiary.

Benefit Service – the number of years and months of active employment – refer to page 11.

Covered Compensation

This is the average (without indexing) Social Security Taxable Wage Base in effect for each calendar year during the 35-year period that ends when you reach your Social Security Normal Retirement Age.

Earnings

The term "earnings" is used extensively throughout this document. However, its definition varies depending on the formula to which it applies to (see below).

Regardless of the formula(s), earnings reflect amounts before taxes or qualified benefit plan contributions are withheld. However, in no case will any amount exceed the federal statutory limits (as adjusted by the Secretary of the Treasury).

Career Earnings

The *Career Earnings* used in the Career Earnings Formula generally reflect your total earnings during your employment. *Career Earnings* includes salary or wages, overtime pay, shift premiums, annual incentive awards and other similar compensation during your employment, except as noted below.

- *Career Earnings* for FirstEnergy employees who were previously active nonbargaining participants in the Ohio Edison System Pension Plan will include only base salary and wages through December 31, 1998. Effective January 1, 1999 and after, earnings will include the wage types noted above.
- *Career Earnings* for FirstEnergy employees who were previously active participants in the GPU Companies Employee Pension Plan for Nonbargaining Employees will include only base salary and incentive compensation from January 1, 1984 through December 31, 2002. Effective January 1, 2003 and after, earnings will include the wage types noted above.
- *Make-up Bonus* paid to employees in 2010 for the purpose of restoring salary or wages lost in 2009 as a result of the Company-wide reduction in salary and wages.

Final Average Total Pay

The *Final Average Total Pay* used in the Final Average Total Pay Formula is generally the average of the highest paid 48 consecutive months of Total Compensation you receive in the 120 months before your retirement or other separation of employment. Total Compensation is similar to *Career Earnings* in that it includes salary or wages, overtime pay, shift premiums, annual incentive awards and other similar compensation during your employment. However, it does not include accrued or unused vacation paid at termination or Make-up Bonuses.

Highest Average Monthly Base Earnings

The *Highest Average Monthly Base Earnings* used in the Highest Average Monthly Base Earnings Formula is the highest paid 48 consecutive months of Base Earnings you receive in the 120 months before your retirement or other separation of employment. For this purpose, Base Earnings is basically your straight time rate of pay without any overtime pay, incentive compensation, other awards, Make-up Bonus, or accrued or unused vacation paid at termination.

If you are vested, but have fewer than 48 months of eligible earnings with the Company, your monthly eligible earnings will be determined by calculating a monthly average of your eligible earnings from your entire period of service.

Eligibility Service – The number of years and months of active employment – refer to page 10.

Plan

The FirstEnergy Corp. Pension Plan

Plan Year

The *Plan Year* is the 12 consecutive month period beginning with January 1 and ending the following December 31.

Years of Benefit Service – refer to page 11

Years of Eligibility Service – refer to page 10

Administration of The Plan

Claiming Benefits

If you plan to retire, inform your supervisor and the Human Resources Coordinator at your location no more than 90 days in advance of your benefit commencement date. Your coordinator will help you complete the necessary forms and arrange for pension estimates and options to be calculated. After receiving this information, your coordinator will schedule a retirement interview to explain your retirement benefits in detail. Pensions are paid monthly. Your monthly benefit will be deposited in the savings or checking account of your choice. You will receive your first pension benefit payment as soon as administratively possible following the date you retire. For example, if you retire January 1, your first benefit payment may be February 1 to allow for all applicable earnings to be recorded. Your first payment may be double your regular monthly amount. After the first payment, you will receive your regular monthly benefit each month.

Deferred Pension Benefits

To begin receiving your pension benefit if you elected to defer your benefit at the time of your retirement, return the copy of the application to commence benefits given to you at the time of your retirement interview. If you no longer have this application, you should notify the FirstEnergy Retirement Board or your local Human Resources office to advise them that you wish to begin receiving your pension benefits and the date on which you would like them to start. You should allow for a maximum of 90 days between your notification and the actual *Benefit Commencement Date*.

If You No Longer Work for the Company

If you no longer work for the Company, but are vested and eligible for a pension benefit, the FirstEnergy Retirement Board will contact you just prior to your attaining age 65 in order to arrange the commencement of your vested pension benefit. If you wish to receive your pension benefit prior to age 65, you may return a copy of the documents provided to you when you left the Company's employment; or you may send a letter to FirstEnergy Retirement Board, 76 South Main Street, Akron, OH 44308 advising them that you wish to commence pension benefits and the date on which you would like them to start. You should notify the Retirement Board no more than 90 days before your actual B*enefit Commencement Date.*

If Your Application Is Denied

If your application for benefits is denied in whole or in part, you (or your spouse) will receive a written notice of the denial within 90 days of receipt by the Plan Administrator. If required by special circumstances, this period may be extended for an additional 90 days, and you will be informed that additional time is required. The notice will contain:

- An explanation of the specific reason(s) for the denial,
- Specific references to pertinent plan provisions on which the denial is based,

- A description of any additional material or information necessary for you to properly establish the claim and explanation of why such material or information is necessary and
- An explanation of the steps you can take to submit the claim for review.

You are entitled to appeal a claim that is denied in whole or in part and it will receive a full review. A claim appeal must be submitted in writing to the Pension Plan Administrator, FirstEnergy Corp., 76 South Main Street, Akron, OH 44308, within 90 days of the time a denial notice is mailed.

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 or the Company to try to recover those benefits.

Important Plan Information

How Benefits Are Taxed

This plan is intended to operate as a qualified plan under Sections 401(a) of the Internal Revenue Code. Qualification of the Plan means that benefits accrued under the Plan are not subject to federal income tax until paid to you or your *Beneficiary*.

When you or your *Beneficiary* begins receiving payments from the plan, they are subject to income tax withholding. If, however, you or your surviving spouse receives a lump-sum payment, it may be eligible for rollover to the FirstEnergy Savings Plan, an Individual Retirement Account (IRA) or to another employer plan that accepts rollovers. In this case, if you or your surviving spouse chooses to directly roll over your account, taxes will be deferred and withholding will not apply until you elect to take a distribution.

Payments from the plan in the form of an annuity are not eligible for roll over. All or a portion of some lump-sum payments may not be eligible for rollover.

Payment from the Plan in the form of cash will be taxed as regular income in the year of the distribution.

These points are intended only as a general guideline. Tax laws are complex and continually changing. Please consult a tax specialist concerning your individual situation.

Social Security Benefits

In addition to income from the Pension Plan, you will be eligible for Social Security retirement benefits for yourself and, if you are married, for your spouse. While you work here, you and the Company share the cost of these benefits. Social Security benefits begin at different times based on the date of your birth.

If you have questions, contact your local Social Security Administration office.

Maximum Retirement Benefits

Compensation Limits Under the Plan

The Internal Revenue Code limits the amount of compensation that may be used to calculate your benefit under the *Plan*. The amount is subject to change and is found in section 401(a)(17) of the Code.

Maximum Payment

Federal law limits the maximum annual benefit payment under the *Plan* to the lesser of the limit found in section 415(b)(1)(A) of the Code or 100% of the average pay for your highest three years of consecutive service. The Internal Revenue Code limit may change each year.

If you are also a participant in another FirstEnergy retirement plan, this maximum may be reduced. If you are affected by this limit, you will be notified when you retire.

Top Heavy Provisions

This Plan is subject to federal laws and regulations. One such law requires that the Plan be tested periodically to see if certain owners and executives of the Company are earning more than 60% of the total benefits provided by the Plan. If so, the Plan is considered to be "top heavy."

The FirstEnergy Corp. Pension Plan is not top heavy at the current time. It is not expected that the Plan will ever become top heavy. However, if it should become top heavy in the future, special provisions will apply.

Your nonforfeitable or vested right to benefits earned under the Plan will be determined using the following table instead of as explained on page 25.

Years of Service	Vested %
After 2 Years	20%
After 3 Years	40%
After 4 Years	60%
After 5 Years	100%

The special vesting table will be used until the Plan is no longer top heavy. At that time, the Plan's regular vesting schedule will be used again. However, this does not mean that you will lose your vested percentage under the table above. You will keep that percentage. In addition, if you have at least three years of service when the regular vesting requirements become effective again, you will automatically stay under this special vesting table if it is more beneficial to you.

For each year the Plan is top heavy and you complete at least 1,000 hours of service, you'll be credited with at least a minimum benefit. This benefit will make a difference only if it is more than the amount you earn under the Plan's regular benefit formula. Your minimum benefit will be the smaller of:

- 2% of your pay from the Company times the *Benefit Service* you earn while the Plan is top heavy.
- 20% of your pay from the Company.

In determining your minimum benefit, pay means the average of your highest annual pay (up to the amount set by the IRS) as shown in your W-2 forms for five or fewer consecutive calendar years during which the Plan is top heavy. If the Plan is top heavy at different intervals while you are a participant, the average pay used to calculate your minimum benefit will be the highest amount figured for each of those separate periods.

If you are a participant in other Company-sponsored plans that add to your retirement income, you may be subject to a reduced combined limit on the amount you can earn under those plans and this Plan while it is top heavy. You'll be notified if your benefits from any Company-sponsored plan are affected by this restriction.

Non-Assignment of Benefits

Being a participant in the plan does not give an employee the right to remain employed with the Company. Your value in the plan may not be assigned, sold, transferred or pledged as collateral, nor may a creditor attach your value in the plan as a means of collecting a debt owed by you.

However, benefits may be attached to satisfy a federal tax levy and state courts can rule that benefits be paid to someone other than yourself or your named *Beneficiary*, in accordance with a Qualified Domestic Relations Order (QDRO), relating to child support, alimony payments or marital property rights.

All Qualified Domestic relations Orders (QDROs) are reviewed and approved/denied 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.

Notification of Address/Bank Change

It is important that you notify the Company in writing as soon as possible if you have a change of address or you change your bank and/or direct deposit account. If any benefit checks are returned because you are no longer residing at the address you furnished the plan administrator, your benefit checks will not be mailed to you until you provide your current address.

If any monthly pension benefit cannot be deposited by direct deposit because you changed your bank or your direct deposit account, further deposits will be held until you contact the Company with the correct information.

How Benefits and Service Are Lost

You may lose part or all of your pension benefits in these situations:

- You may lose years of service when you have a break in service if you are not vested when you terminate employment (see "Break in Service" on page 11).
- If you receive a lump-sum payment of your benefit under the plan, all years of benefit service will be lost on the date you receive payment. This prevents you from receiving double benefits based on the same period of service if you are rehired.
- If you begin receiving pension payments, and later return to employment with the Company, your pension payments will stop while you are scheduled to work more than 80 hours per month.
- If the plan is terminated without enough assets to provide all pension and survivor benefits, your benefit may be affected (however, there is government insurance that protects your benefit, see "Plan Termination Insurance" on page 41).
- If a special court order called a Qualified Domestic Relations Order (QDRO) states that all or part of your benefit must be paid to someone else see the section called "Non-Assignment of Benefits" on page 40.

The plan is operated under the assumptions that it is a qualified plan under the Internal Revenue Code, that employer contributions are tax deductible and that no amounts are contributed in error. Your benefit could be affected should the Plan become disqualified or contributions are no longer deductible.

If your claim for benefits is denied in whole or in part, you have the right to appeal. See "If Your Application Is Denied" on page 36 for more details.

Contributions

No contributions are required of or accepted from you. All contributions to provide the benefits from the Plan are made by the Company. The amounts that the Company contributes are actuarially determined. Assets of the Plan are held in a trust fund for which Bank of New York is the Trustee. Under no circumstances will any assets in the trust fund be recoverable by the Company until all Plan expenses and all Plan benefits have been paid or otherwise provided for.

Future of the Plan

FirstEnergy Corp. intends to continue the Plan, but reserves the right to change or terminate it at any time. For example, the Plan may be changed because of federal regulations, or it may be terminated for business reasons. If the Plan does terminate, you will be fully vested in your accrued benefit. In most cases, after government approval of Plan termination, you would receive a deferred annuity contract, with payments beginning when you reach retirement age. Effective January 1, 2007, your benefit will automatically be paid to you in a single payment when you terminate employment if 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 payment of the present value of your benefit.

If the Plan ever terminates, we expect the Trust Fund to have enough money to pay the benefits of all participants. If for some reason there aren't enough funds, the funds available will be allocated first to provide benefits to participants who retired at least three years before termination, next to provide benefits guaranteed by the Pension Benefit Guaranty Corporation, then to pay other vested benefits, and finally to pay all other Plan benefits.

If the Plan should terminate, payment of your benefit will come only from Plan assets or from the Pension Benefit Guaranty Corporation.

Plan Termination Insurance

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan terminates (ends) without enough money to pay all 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 your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Plan Amendments and Discontinuance

Although FirstEnergy Corp. expects to continue the Plan, it reserves the right, in its sole discretion, to change or discontinue the plan, in whole or in part, at any time. Such changes or discontinuation may apply, without limitation, to any or all of the benefit coverage or required contributions described in this summary. The right to amend or terminate the plan applies regardless of whether you are active or retired. You are always entitled to your accrued benefits under the plan.

In the case of a conflict between the description contained in this summary and the plan documents, the plan documents will govern. If you have any questions about any of the information in this summary plan description, please contact your local Human Resources office or the Human Resources Service Center.

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 your Human Resources department or your local U.S. Department of Labor.

Plan Name

FirstEnergy Corp. 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

Type of Administration

Trustee

Plan Trustee

Bank of New York, Trustee
One Wall Street

New York, NY 10286

Plan Administrator and Agent for Service of Legal Process

The Plan Administrator is appointed by the Board of Directors. The name, business address, and business telephone number of the Plan Administrator is:

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

The Retirement Board, whose members are appointed by the Chief Executive Officer of FirstEnergy Corp. controls and manages the plan in its discretion. The Retirement Board'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 Retirement Board'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 Retirement Board 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 Executive Benefit & Capital Accumulation Department, which is also has fiduciary responsibility with respect to the administration of those benefits. As such, FirstEnergy Executive Benefit & Capital Accumulation Department 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.

Legal process may be served on the Plan Administrator or the Retirement Board at the above address, or, with respect to any matters relating to benefit payments and claims to the FirstEnergy Executive Benefit & Capital Accumulation Department.

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

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

Participating Employers and Identification Numbers

FirstEnergy Corp. EIN 34-1843785	Ohio Edison Company EIN 34-0437786	Metropolitan Edison Company EIN 23-0870160
Pennsylvania Power Company EIN 25-0718810	Cleveland Electric Illuminating Company EIN 34-0150020	Pennsylvania Electric Company EIN 25-0718085
Toledo Edison Company EIN 34-4375005	FirstEnergy Nuclear Operating Company EIN 34-1881483	Jersey Central Power & Light Company EIN 21-0485010
FirstEnergy Services Corp EIN 31-1560186	FirstEnergy Generation Corp EIN 34-1940561	First Energy Solutions EIN 31-1560186

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

Participating Unions

The FirstEnergy Corp. Pension Plan is maintained pursuant to one or more collectively bargained agreements between Participating Companies and various unions. 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 at the FirstEnergy Industrial Relations Department within ten calendar days following the day on which a request for disclosure at that location is made.

Participating Unions in accordance with the labor agreements:

International Brotherhood of Electrical Workers (IBEW) A.F.L-C.I.O.

- Local 29
- Local 245
- Local 272
- Local 459
- Local 459 Seneca
- Local 777
- Local 1194
- Local 1413
- System Council U-3

Office and professional Employees International Union (OPEIU_ A.F.L.-C.I.O.

- Local 19

Utility Workers Union of America (UWUA), A.F.L.-C.I.O:

- Local 118/126
- Local 140
- Local 180
- Local 270 Perry Techs
- Local 270
- Local 350/351
- Local 457

Statement of ERISA Rights

As a participant in the FirstEnergy Corp. Pension 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 shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as plants or regional human resources offices, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The 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 this Funding Notice.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (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 a 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 (12) 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension 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 your rights. For instance, if you request materials and do not receive them for 30 days, you may file suit in a 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 administrator. If you have a claim for benefits, which 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. If it should happen that 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 a 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 these costs and 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration

Appendix A: Special Transition Provisions – Ohio Edison and Centerior

The following special provisions apply to employees who were previously active participants in either the Ohio Edison System Pension Plan or the Centerior Energy Corporation Retirement Plan. You were considered to be an active employee if you were employed by the Company on January 1, 1999, and had at least one hour of service prior to that date. If you were hired at The Cleveland Electric Illuminating Company, Centerior Service Corporation, or Toledo Edison Company prior to their merger with Ohio Edison on November 8, 1997, the following section "Centerior Energy Transition Provisions" applies to you. Otherwise, the section "Ohio Edison System Transition Provisions" is applicable.

In general, these transition provisions were added to the Plan so that employees who terminate or retire after the merger of the two companies will not receive monthly benefits less than they would have received on the date of the merger. However, over time the new benefit formulas will provide a larger benefit than the transition benefits.

Ohio Edison System Transition Provisions

If you meet the above requirements for transition, in addition to the *Career Earnings* Formula and the *Highest Average Monthly Base Earnings* Benefit Formula, the Ohio Edison Highest Average Monthly Earnings Formula remains in effect for you. Your final pension benefit will be based on whichever of the three formulas that provides the best benefit. Here is how this formula works.

Highest Average Monthly Earnings Benefit Formula Under this formula, the amount of your benefit equals your *Highest Average Monthly Base Earnings* times the sum of:

1. 1.8% times your first ten *years of Benefit Service*
2. 1.4% times your next ten *years of Benefit Service*
3. 1.0% times each *year of Benefit Service* in excess of 20 years

Example: Here's how a benefit is calculated using the Highest Average Monthly Earnings Benefit Formula:

Employee Data	
Years of Benefit Service	*30*
Highest Average Monthly Base Earnings	*$3,800*
Times the sum of:	
1. *1.8% times 10 years Benefit Service*	*18%*
2. *1.4% times 10 years of Benefit Service*	*14%*
3. *1.0% times 10 tears of Benefit Service*	*10%*
Total	*42%*
Highest Average Monthly Base Earning times 42% equals	*$3,800 x 42%*
*Highest Average Monthly Base Earnings Benefit at age 65**	*$1,596*
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

Centerior Energy Transition Provisions

In addition to the Career Earnings Formula and the Adjusted Highest Average Monthly Base Earnings Benefit Formula, the Centerior Energy Final Average Earnings Benefit Formula has been retained for you if you meet the above requirements for the special transition provisions. Your final pension benefit will be based on whichever of the three formulas that provide the best benefit. Here is how this formula works.

Final Average Earnings Benefit Formula

Under this formula, your benefit equals the difference between amounts A and B.

Amount A is the *Highest Average Monthly Base Earnings* times the sum of:

1. 2.1% times your first twenty *years of Benefit Service*
2. 1.2% times your next ten *years of Benefit Service*
3. .50% times your next ten *years of Benefit Service*

Your *Highest Average Monthly Base Earnings* are generally an average of your highest 48 consecutive months of earnings out of the last 120 months of employment. For this purpose, your earnings do not include overtime pay, incentive compensation, or other awards.

Amount B is your average offset earnings times the sum of:

1. 50% times your first thirty *years of Benefit Service*
2. .25% times your next ten *years of Benefit Service.*

Average Offset Earnings is the lesser of your *Covered Compensation* and your three-year average earnings (The average of your last thirty-six months of earnings. Earnings in excess of FICA wage bases are excluded in this calculation.)

Example: Here's an example of how a benefit is calculated under the Final Average Earnings Benefit Formula:

Employee Data	
Age at benefit Commencement	*59*
Years of Benefit Service	*30*
*Highest Average Monthly Base Earnings**	*$3,800*
*Three-year average earnings**	*$4,000*
*Covered Compensation Amount**	*$3,694*
** Amounts shown above are for illustrative purposes only, 2006 Federal Tables were used. These tables are updated annually.*	

Based on this data, here's how the benefit is calculated:

Amount A	
Highest Average Monthly Base Earnings	*$3,800*
Times the sum of:	
1. 2.1% x first 20 years Benefit Service	*42%*
2. 1.2% x the next 10 years of Benefit Service	*12%*
Total	*54%*
Highest Average Monthly Base Earnings x 54% equals	*$3,800 x 54%*
Amount A equals	*$2,052*
MINUS Amount B	
Average Offset Earnings	*$3,694*
.50% times 30 year of Benefit Service	*15%*
Average Offset Earnings times 15%	*$3,694 x 15%*
Amount B equals	*$554.10*

*Final Average Earnings Benefit at age 65 ($2,052 -$554.10)**	*$1,497.90*
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

Special Early Retirement for Career Earnings Benefit

Former Centerior Energy employees may have a portion of their Career Earnings Benefit calculated without any reduction for early retirement. This special feature applies if you retire on or after age 58 and have 35 or more years of *eligibility service*. In this case, your Career Earnings Benefit will be calculated in two parts, the benefit earned through December 31, 1998, and the benefit earned after that date. The benefit earned through December 31, 1998 is calculated without reduction for early retirement. The regular early retirement factors explained on page 17 would be applied to the benefit earned after December 31, 1998.

Centerior Energy Commuted Benefit (Lump Sum) Option

If you were an active participant in the Centerior Energy Corporation Retirement Plan on December 31, 1997, you can elect to receive the lump sum actuarial equivalent of the benefit you had earned as of December 31, 1997. This lump sum will be calculated three ways - using Prudential lump sum factors, 417(e) immediate factors and 417(e) deferred factors – and you will, if you choose the lump sum option, receive whichever provides a larger lump sum for you.

Any additional benefits payable from the Plan will then be paid as the annuity based on the option that you select. However, if you choose to take December 31, 1997 portion of your benefit as a lump sum and the present value of the partial annuity is less than $5,000, the partial annuity will also be paid as a single sum. The single sum value will be determined using the 417(e) deferred rates.

If you elect the Commuted Benefit Option, you will receive a one-time payment. There will be no further payments for this portion of your pension. If you are married, your spouse would have to agree to this form of payment. You may elect to take any or all of your one-time lump sum payment as cash, to roll it over to the FirstEnergy Corp. Savings Plan, or to an Individual Retirement Account (IRA) or similar instrument.

IMPORTANT: The early retirement factors used to calculate the lump sum options will be consistent with the Centerior Energy Pension Plan provisions.

You may access and print a copy of the Retirement Plan Direct Rollover Information Form X-2259 by clicking here: Form X-2259 or by going to the “Forms” section of the Human Resources intranet web site and selecting the “Retirement Plan Direct Rollover Information Form X-2259” under the heading “Retirement Processing”.

Example: If eligible, here is an example of how your total FirstEnergy benefit will be split between amounts payable as a lump sum and amounts payable as an annuity if you are age 55.

Determination of FirstEnergy Benefit	
FirstEnergy benefit at retirement	*$2,200 per month at age 65*
FirstEnergy early retirement factor at age 55	*70%*
FirstEnergy benefit at age 55 ($2,200 x 70%)	*$1,540 per month*
Determination of Centerior Benefit	
Centerior benefit at December 31,1997	*$1,000 per month at 65*
Centerior early retirement factor at age 55	*56%*
Centerior benefit at age 55 ($1,000 x 56%)	*$560 per month*

You can either select an option based on the full annuity of $1,540 or receive a lump sum and select an option based on the partial annuity as outlined below:

Portion of total benefit used to determine the amount payable as a lump sum	$560 per month
Portion of total benefit payable as an annuity ($1,540 minus $560)	$980 per month

As noted earlier it is not necessary to actually begin receipt of benefits when you retire. In the above example, the participant could delay the commencement of their benefits to a later age. If such were the case, the early retirement reduction factors in the above example would change to reflect the actual age at your *Benefit Commencement Date* but the calculation would otherwise be the same. **However, if you choose the lump sum and partial annuity combination both payment of your lump sum and the start of your monthly benefit must occur at the same time.** You could not retire at age 55, receive a lump sum at age 58, and start annuity payments at age 65.

Appendix B: Special Transition Provisions – Duquesne Pension Plans

The following special provisions apply to nonbargaining employees who, at the time of a certain asset swap between the Duquesne Light Company and FirstEnergy:

- Terminated Employment with the Duquesne Light Company and
- Immediately began employment with a FirstEnergy Participating Company.

In addition to the Career Earnings Benefit Formula and the Adjusted Highest Average Monthly Base Earnings Benefit Formula, the Duquesne Benefit Formula was retained for you through December 31, 2001. If this formula generates a larger benefit than the other two formulas, your benefit will be based on this larger amount.

Your accrued benefit under the FirstEnergy Corp. Pension Plan will equal the largest benefit under these three formulas reduced by the amount of your accrued benefit the Duquesne Pension Plans.

Appendix C: Special Transition Provisions – GPU

The following special provisions apply to employees who were previously active participants in the GPU Companies Employee Pension Plan for Nonbarganing Employees hired on or before December 31, 1997 and actively employed by FirstEnergy on December 31, 2002 and January 1, 2003.

- The Pension benefit that you were eligible to receive under the GPU Companies Employee Pension Plan for Nonbargaining Employees will be "frozen" as of December 31, 2002. The accrued pension benefit will never be less than this "frozen" benefit.
- All your service and earnings under the GPU Companies Employee Pension Plan for Nonbargaining Employees will be transferred to and used to calculate your benefits under the provisions of the FirstEnergy Pension Plan.
- You will begin to accrue service and earnings under the FirstEnergy Pension Plan if you are an active employee of the Company on January 1, 2003. You are considered to be an active employee if you were employed by the Company on January 1, 2003 and had at least one hour of service on December 31, 2002.

GPU Pension Transition Provisions

An Example

A GPU Employee with 19 years of creditable GPU service transitioned to the FirstEnergy Pension Plan on January 1, 2003 with a December 31, 2002 "frozen" GPU monthly benefit of $1,235. The employee continues employment with FirstEnergy for 1 more year (in which the employee earns $65,000) and retires with total "*Career Earnings*" (GPU and FirstEnergy combined) of $890,000 and "*Highest Average Monthly Base Earnings*" of $5,000.

The monthly pension benefit for a former GPU nonbargaining employee transitioning to the FirstEnergy Pension Plan will be calculated under three different formulas. Your pension benefit will be based on the formula that generates the larger benefit.

- **The Career Earnings Benefit Formula.** This is described beginning on page 15 of this Summary Plan Description.

Example: Here's an example of how a benefit is calculated under the Career Earnings Formula:

Employee Data	
Total Years of Service	*20*
Career Earnings	*$890,000*
Career Earnings times 2.125% divided by 12	*$890,000 x 2.125% divided by 12*
*Career Earning Monthly Benefit at Age 65**	*$1,576*
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

- The Adjusted Highest Average Monthly Base Earnings Benefit Formula. (Described on page 15).

Example: Here's an example of how the Adjusted Highest Average Monthly Base Earnings Benefit Formula is calculated:

Adjusted Highest Average Monthly Base Earnings Benefit Formula *	
Total Years of Service	*20*
Highest Average Monthly Base Earnings	*$5,000*
Monthly Covered Compensation	*$3,622*
150% of Monthly Covered Compensation	*$5,433*
Social Security Wage Base	*$7,250*
** Amounts shown above are derived from 2006 Federal Tables which are updated annually.*	
Amount A	
Highest Average Monthly Base Earnings	*$5,000*
Times the sum of:	
Total	*31.6%*
Highest Average Monthly Base Earnings x 31.6%	*$1,580*
Amount A $1,580	
PLUS	
Amount B	
Highest Average Monthly Base Earnings	*$5,000*
Minus 150% of Monthly Covered Compensation	*$5,4333*
But not less than zero (0)	*0*
.32% times 20 years of Benefit Service	*6.4%*
$0 x 6.4%	*$0*
Amount B $0	
Adjusted Highest Average Monthly Base Earnings: (A + B Monthly) = $1,580*	
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

■ The FirstEnergy GPU Transition Formula

Example: Here's an example of how the FirstEnergy GPU Transition Formula is calculated:

The FirstEnergy GPU Transition Formula	
This formula is calculated by using your December 31, 2002 "frozen" GPU pension benefit and adding 2.125% of your eligible FirstEnergy Career Earnings since January 1, 2003	
1. GPU "frozen" Monthly Pension Benefit Plus	***$1,235***
2. FirstEnergy earnings after December 31, 2002 times 2.125% divided by 12 equals	***$65,000 x 2.125% divided by 12 =*** ***$115***
FirstEnergy GPU Transition Benefit (1+ 2 above)*	***$1,350***
**This represents the benefit payable at age 65. Further reductions may apply for early retirement and the form of payment you elect.*	

The Results: The formula that produces the best monthly benefit:	
Career Earnings Benefit Formula	***$1,576***
Adjusted Highest Average Monthly Base Earnings Benefit Formula	***$1,580***
FirstEnergy GPU Transition Formula	***$1,350***

In addition to the Career Earnings Formula and the Adjusted Highest Average Monthly Base Earnings Benefit Formula, the FirstEnergy GPU Transition Formula has been retained for you if you meet the above requirements for the special transition provisions. Your final pension benefit will be based on whichever of the three formulas that provide the best benefit.