UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____



Commission File Number	Registrant; State of Incorporation; Address; and Telephone Number	I.R.S. Employer Identification No.
333-21011	FIRSTENERGY CORP. (An Ohio Corporation) 76 South Main Street Akron OH 44308 Telephone (800) 736-3402	34-1843785

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, $0.10 par value	FE	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☑
Accelerated Filer	☐
Non-accelerated Filer	☐
Smaller Reporting Company	☐
Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date:

CLASS	OUTSTANDING As of September 30, 2024
Common Stock, $0.10 par value	576,317,004

FirstEnergy Website and Other Social Media Sites and Applications

FirstEnergy’s Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, amendments to those reports, and all other documents filed with or furnished to the SEC pursuant to Section 13(a) of the Exchange Act are made available free of charge on or through the “Investors” page of FirstEnergy’s website at www.firstenergycorp.com. These documents are also available to the public from commercial document retrieval services and the website maintained by the SEC at www.sec.gov.

These SEC filings are posted on FirstEnergy’s website as soon as reasonably practicable after they are electronically filed with or furnished to the SEC.

Additionally, FirstEnergy routinely posts additional important information, including press releases, investor presentations, investor factbooks, regulatory activity updates, and notices of upcoming events under the “Investors” section of FirstEnergy’s website and recognizes FirstEnergy’s website as a channel of distribution to reach public investors and as a means of disclosing (including initially or exclusively) material non-public information for complying with disclosure obligations under Regulation FD. Investors may be notified of postings to the website by signing up for email alerts and Rich Site Summary feeds on the “Investors” page of FirstEnergy’s website. FirstEnergy also uses X (the social networking site formerly known as Twitter®), LinkedIn®, YouTube® and Facebook® as additional channels of distribution to reach public investors and as a supplemental means of disclosing material non-public information for complying with its disclosure obligations under Regulation FD. Information contained on FirstEnergy’s website, X (the social networking site formerly known as Twitter®) handle, LinkedIn® profile, YouTube® channel or Facebook® page, and any corresponding applications of those sites, shall not be deemed incorporated into, or to be part of, this report.

Forward-Looking Statements: This Form 10-Q includes forward-looking statements based on information currently available to management. Such statements are subject to certain risks and uncertainties and readers are cautioned not to place undue reliance on these forward-looking statements. These statements include declarations regarding management's intents, beliefs and current expectations. These statements typically contain, but are not limited to, the terms “anticipate,” “potential,” “expect,” "forecast," "target," "will," "intend," “believe,” "project," “estimate," "plan" and similar words. Forward-looking statements involve estimates, assumptions, known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements, which may include the following (see Glossary of Terms for definitions of capitalized terms):

- The potential liabilities, increased costs and unanticipated developments resulting from government investigations and agreements, including those associated with compliance with or failure to comply with the DPA.
- The risks and uncertainties associated with government investigations and audits regarding HB 6 and related matters, including potential adverse impacts on federal or state regulatory matters, including, but not limited to, matters relating to rates.
- The risks and uncertainties associated with litigation, arbitration, mediation and similar proceedings, particularly regarding HB 6 related matters.
- Changes in national and regional economic conditions, including recession, volatile interest rates, inflationary pressure, supply chain disruptions, higher fuel costs, and workforce impacts, affecting us and/or our customers and those vendors with which we do business.
- Variations in weather, such as mild seasonal weather variations and severe weather conditions (including events caused, or exacerbated, by climate change, such as wildfires, hurricanes, flooding, droughts, high wind events and extreme heat events) and other natural disasters affecting future operating results and associated regulatory actions or outcomes in response to such conditions.
- Legislative and regulatory developments, including, but not limited to, matters related to rates, energy regulatory policies, compliance and enforcement activity, cyber security and climate change.
- The risks associated with physical attacks, such as acts of war, terrorism, sabotage or other acts of violence, and cyber-attacks and other disruptions to our, or our vendors’, information technology system, which may compromise our operations, and data security breaches of sensitive data, intellectual property and proprietary or personally identifiable information.
- The ability to meet our goals relating to EESG opportunities, improvements, and efficiencies, including our GHG reduction goals.
- The ability to accomplish or realize anticipated benefits through establishing a culture of continuous improvement and our other strategic and financial goals, including, but not limited to, overcoming current uncertainties and challenges associated with the ongoing government investigations, executing Energize365, our transmission and distribution investment plan, executing on our rate filing strategy, controlling costs, improving credit metrics, maintaining investment grade ratings and growing earnings.
- Changing market conditions affecting the measurement of certain liabilities and the value of assets held in our pension trusts may negatively impact our forecasted growth rate, results of operations and may also cause us to make contributions to our pension sooner or in amounts that are larger than currently anticipated.
- Mitigating exposure for remedial activities associated with retired and formerly owned electric generation assets, including those sites impacted by the legacy CCR rules that were finalized during 2024.
- Changes to environmental laws and regulations, including, but not limited to, rules finalized by the EPA and the SEC related to climate change.
- Changes in customers’ demand for power, including, but not limited to, economic conditions, the impact of climate change, emerging technology, particularly with respect to electrification, energy storage and distributed sources of generation.
- The ability to access the public securities and other capital and credit markets in accordance with our financial plans, the cost of such capital and overall condition of the capital and credit markets affecting us, including the increasing number of financial institutions evaluating the impact of climate change on their investment decisions.
- Future actions taken by credit rating agencies that could negatively affect either our access to or terms of financing or our financial condition and liquidity.
- Changes in assumptions regarding factors such as economic conditions within our territories, the reliability of our transmission and distribution system, generation resource planning, or the availability of capital or other resources supporting identified transmission and distribution investment opportunities.
- The potential of non-compliance with debt covenants in our credit facilities.
- The ability to comply with applicable reliability standards and energy efficiency and peak demand reduction mandates.
- Human capital management challenges, including among other things, attracting and retaining appropriately trained and qualified employees and labor disruptions by our unionized workforce.
- Changes to significant accounting policies.
- Any changes in tax laws or regulations, including, but not limited to, the IRA of 2022, or adverse tax audit results or rulings.
- The risks and other factors discussed from time to time in our SEC filings.

Dividends declared from time to time on our common stock during any period may in the aggregate vary from prior periods due to circumstances considered by the FE Board at the time of the actual declarations. A security rating is not a recommendation to buy or hold securities and is subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

Forward-looking and other statements in this Quarterly Report on Form 10-Q regarding our Climate Strategy, including our GHG emission reduction goals, are not an indication that these statements are necessarily material to investors or required to be disclosed in our filings with the SEC. In addition, historical, current and forward-looking statements regarding climate matters, including GHG emissions, may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve and assumptions that are subject to change in the future.

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GLOSSARY OF TERMS

The following abbreviations and acronyms are used in this report to identify FirstEnergy Corp. and its current and former subsidiaries:

AE Supply	Allegheny Energy Supply Company, LLC, an unregulated generation subsidiary of FE
AGC	Allegheny Generating Company, a generation subsidiary of MP
ATSI	American Transmission Systems, Incorporated, a transmission subsidiary of FET
CEI	The Cleveland Electric Illuminating Company, an Ohio electric power company subsidiary of FE
Electric Companies	OE, CEI, TE, FE PA, JCP&L, MP and PE
FE	FirstEnergy Corp., a public electric power holding company
FE PA	FirstEnergy Pennsylvania Electric Company, a Pennsylvania electric power company subsidiary of FirstEnergy Pennsylvania Holding Company LLC, a wholly owned subsidiary of FE
FESC	FirstEnergy Service Company, which provides legal, financial and other corporate support services
FES Debtors	Energy Harbor LLC (formerly known as FirstEnergy Solutions Corp.), a subsidiary of EH, and its subsidiaries as of March 31, 2018, and Energy Harbor Nuclear Corp. (formerly known as FirstEnergy Nuclear Operating Company), a subsidiary of EH, which operates EH's nuclear generating facilities.
FET	FirstEnergy Transmission, LLC a consolidated VIE of FE, and the parent company of ATSI, MAIT and TrAIL, and having a joint venture in PATH
FEV	FirstEnergy Ventures Corp., which invests in certain unregulated enterprises and business ventures
FirstEnergy	FirstEnergy Corp., together with its consolidated subsidiaries
Global Holding	Global Mining Holding Company, LLC, a joint venture between FEV, WMB Marketing Ventures, LLC and Pinesdale LLC
JCP&L	Jersey Central Power & Light Company, a New Jersey electric power company subsidiary of FE
KATCo	Keystone Appalachian Transmission Company, a transmission subsidiary of FE
MAIT	Mid-Atlantic Interstate Transmission, LLC, a transmission subsidiary of FET
ME	Metropolitan Edison Company, a former Pennsylvania electric power company subsidiary of FE, which merged with and into FE PA on January 1, 2024
MP	Monongahela Power Company, a West Virginia electric power company subsidiary of FE
OE	Ohio Edison Company, an Ohio electric power company subsidiary of FE
Ohio Companies	CEI, OE and TE
PATH	Potomac-Appalachian Transmission Highline, LLC, a joint venture between FE and a subsidiary of AEP
PATH-Allegheny	PATH Allegheny Transmission Company, LLC
PATH-WV	PATH West Virginia Transmission Company, LLC
PE	The Potomac Edison Company, a Maryland and West Virginia electric power company subsidiary of FE
Penn	Pennsylvania Power Company, a former Pennsylvania electric power company subsidiary of OE, which merged with and into FE PA on January 1, 2024
Pennsylvania Companies	ME, PN, Penn and WP, each of which merged with and into FE PA on January 1, 2024
PN	Pennsylvania Electric Company, a former Pennsylvania electric power company subsidiary of FE, which merged with and into FE PA on January 1, 2024
Signal Peak	Signal Peak Energy, LLC, an indirect subsidiary of Global Holding that owns mining operations near Roundup, Montana
TE	The Toledo Edison Company, an Ohio electric power company subsidiary of FE
TrAIL	Trans-Allegheny Interstate Line Company, a transmission subsidiary of FET
Transmission Companies	ATSI, KATCo, MAIT and TrAIL
WP	West Penn Power Company, a former Pennsylvania electric power company subsidiary of FE, which merged with and into FE PA on January 1, 2024

The following abbreviations and acronyms may be used to identify frequently used terms in this report:

2021 Credit Facilities	Collectively, the six separate senior unsecured five-year syndicated revolving credit facilities entered into by FE, the Electric Companies and the Transmission Companies, on October 18, 2021, as amended through October 20, 2023
2023 Credit Facilities	Collectively, the FET Revolving Facility and KATCo Revolving Facility
2026 Convertible Notes	FE's 4.00% convertible senior notes, due 2026
A&R FET LLC Agreement	Fourth Amended and Restated Limited Liability Company Agreement of FET
ACE	Affordable Clean Energy
AEP	American Electric Power Company, Inc.
AFS	Available-for-sale
AFSI	Adjusted Financial Statement Income
AFUDC	Allowance for Funds Used During Construction
AMI	Advanced Metering Infrastructure
AMT	Alternative Minimum Tax
AOCI	Accumulated Other Comprehensive Income (Loss)
ARO	Asset Retirement Obligation
ASU	Accounting Standards Update
BGS	Basic Generation Service
Brookfield	North American Transmission Company II L.P., a controlled investment vehicle entity of Brookfield Infrastructure Partners
Brookfield Guarantors	Brookfield Super-Core Infrastructure Partners L.P., Brookfield Super-Core Infrastructure Partners (NUS) L.P., and Brookfield Super-Core Infrastructure Partners (ER) SCSp
CAA	Clean Air Act
CCR	Coal Combustion Residual
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFIUS	Committee on Foreign Investments in the United States
CFR	Code of Federal Regulations
CO_2	Carbon Dioxide
CODM	Chief Operating Decision Maker
COVID-19	Coronavirus disease
CPP	EPA's Clean Power Plan
CSAPR	Cross-State Air Pollution Rule
D.C. Circuit	United States Court of Appeals for the District of Columbia Circuit
DCR	Delivery Capital Recovery
DMR	Distribution Modernization Rider
DOE	United States Department of Energy
DPA	Deferred Prosecution Agreement entered into on July 21, 2021 between FE and the U.S. Attorney's Office for the S.D. Ohio
DSIC	Distribution System Improvement Charge
EDC	Electric Distribution Company
EE&C	Energy Efficiency and Conservation
EESG	Employee, Environmental, Social and Corporate Governance
EGS	Electric Generation Supplier
EGU	Electric Generation Unit
EH	Energy Harbor Corp.
ELG	Effluent Limitation Guideline
EmPOWER Maryland	EmPOWER Maryland Energy Efficiency Act
ENEC	Expanded Net Energy Cost
Energize365	FirstEnergy's Transmission and Distribution Infrastructure Investment Program

EnergizeNJ	JCP&L's second Infrastructure Investment Program
EPA	United States Environmental Protection Agency
EPS	Earnings Per Share
ESP	Electric Security Plan
Exchange Act	Securities and Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
FE Board	FE Board of Directors
FE Revolving Facility	FE and the Electric Companies' former five-year syndicated revolving credit facility, as amended, and replaced by the 2021 Credit Facilities on October 18, 2021
FERC	Federal Energy Regulatory Commission
FET Board	FET Board of Directors
FET Equity Interest Sale	Sale of an additional 30% equity interest in FET that closed on March 25, 2024, such that Brookfield's interest in FET increased from 19.9% to 49.9%
FET P&SA I	Purchase and Sale Agreement entered into on November 6, 2021, by and between FE, FET, Brookfield and the Brookfield Guarantors
FET P&SA II	Purchase and Sale Agreement entered into on February 2, 2023, by and between FE, FET, Brookfield and the Brookfield Guarantors
FET Revolving Facility	FET's five-year syndicated revolving credit facility, dated as of October 20, 2023
FIP	Federal Implementation Plan(s) under the CAA
Fitch	Fitch Ratings Service
FMB	First Mortgage Bond
FTR	Financial Transmission Right
GAAP	Generally Accepted Accounting Principles in the United States of America
GHG	Greenhouse Gas
HB 6	House Bill 6, as passed by Ohio's 133rd General Assembly
IRA of 2022	Inflation Reduction Act of 2022
IRS	Internal Revenue Service
KATCo Revolving Facility	KATCo's four-year syndicated revolving credit facility, dated as of October 20, 2023
LOC	Letter of Credit
LTIIP	Long-Term Infrastructure Improvement Plan
MDPSC	Maryland Public Service Commission
MGP	Manufactured Gas Plants
Moody's	Moody's Investors Service, Inc.
MW	Megawatt
MWh	Megawatt-hour
NCI	Noncontrolling Interest
N.D. Ohio	Federal District Court, Northern District of Ohio
NERC	North American Electric Reliability Corporation
NJBPU	New Jersey Board of Public Utilities
NOL	Net Operating Loss
NOx	Nitrogen Oxide
NYPSC	New York State Public Service Commission
OAG	Ohio Attorney General
OCC	Ohio Consumers' Counsel
ODSA	Ohio Development Service Agency
Ohio Stipulation	Stipulation and Recommendation, dated November 1, 2021, entered into by and among the Ohio Companies, the OCC, PUCO Staff and several other signatories
OOCIC	Ohio Organized Crime Investigations Commission, which is composed of members of the Ohio law enforcement community and is chaired by the OAG
OPEB	Other Post-Employment Benefits
OPIC	Other Paid-In Capital
OVEC	Ohio Valley Electric Corporation

PA Consolidation	Consolidation of the Pennsylvania Companies, effective January 1, 2024
PEER	FirstEnergy's Program for Enhanced Employee Retirement
PJM	PJM Interconnection, LLC, an RTO
PJM Tariff	PJM Open Access Transmission Tariff
PPA	Purchase Power Agreement
PPUC	Pennsylvania Public Utility Commission
PUCO	Public Utilities Commission of Ohio
Regulation FD	Regulation Fair Disclosure promulgated by the SEC
RFC	Reliability*First* Corporation
ROE	Return on Equity
RTO	Regional Transmission Organization
S.D. Ohio	Federal District Court, Southern District of Ohio
SEC	United States Securities and Exchange Commission
SEET	Significantly Excessive Earnings Test
SIP	State Implementation Plan(s) under the CAA
SLC	Special Litigation Committee of the FE Board
SO_2	Sulfur Dioxide
SOFR	Secured Overnight Financing Rate
SOS	Standard Offer Service
SPE	Special Purpose Entity
S&P	Standard & Poor's Ratings Service
Tax Act	Tax Cuts and Jobs Act adopted December 22, 2017
U.S.	United States
U.S.C.	United States Code
VIE	Variable Interest Entity
VSCC	Virginia State Corporation Commission
WVPSC	Public Service Commission of West Virginia

PART I. FINANCIAL INFORMATION

ITEM I. Financial Statements

FIRSTENERGY CORP.
CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

(In millions, except per share amounts)	For the Three Months Ended September 30, 2024	For the Three Months Ended September 30, 2023	For the Nine Months Ended September 30, 2024	For the Nine Months Ended September 30, 2023
REVENUES:				
Distribution services and retail generation	$ 3,069	$ 2,869	$ 8,381	$ 7,924
Transmission	556	508	1,650	1,486
Other	104	110	265	314
Total revenues[1]	3,729	3,487	10,296	9,724
OPERATING EXPENSES:				
Fuel	139	166	372	439
Purchased power	1,086	1,155	2,999	3,173
Other operating expenses	1,099	967	3,275	2,698
Provision for depreciation	400	366	1,178	1,088
Deferral of regulatory assets, net	(33)	(140)	(205)	(253)
General taxes	311	307	915	881
Total operating expenses	3,002	2,821	8,534	8,026
OPERATING INCOME	727	666	1,762	1,698
OTHER INCOME (EXPENSE):				
Debt redemption costs (Note 6)	—	—	(85)	(36)
Equity method investment earnings (Note 1)	21	43	64	134
Miscellaneous income, net	53	24	156	102
Pension and OPEB mark-to-market adjustment (Note 4)	—	—	—	59
Interest expense	(276)	(289)	(866)	(828)
Capitalized financing costs	35	26	94	69
Total other expense	(167)	(196)	(637)	(500)
INCOME BEFORE INCOME TAXES	560	470	1,125	1,198
INCOME TAXES	94	29	294	193
INCOME FROM CONTINUING OPERATIONS	466	441	831	1,005
Discontinued operations (Note 1)[2]	—	(21)	—	(21)
NET INCOME	$ 466	$ 420	$ 831	$ 984
Income attributable to noncontrolling interest	47	20	114	57
EARNINGS ATTRIBUTABLE TO FIRSTENERGY CORP.	$ 419	$ 400	$ 717	$ 927
AMOUNTS ATTRIBUTABLE TO FIRSTENERGY CORP.:				
Earnings from continuing operations	$ 419	$ 421	$ 717	$ 948
Earnings from discontinued operations	—	(21)	—	(21)
EARNINGS ATTRIBUTABLE TO FIRSTENERGY CORP.	$ 419	$ 400	$ 717	$ 927
EARNINGS PER SHARE ATTRIBUTABLE TO FIRSTENERGY CORP. (Note 3):				
Basic - continuing operations	$ 0.73	$ 0.74	$ 1.25	$ 1.66
Basic - discontinued operations	—	(0.04)	—	(0.04)
Basic	$ 0.73	$ 0.70	$ 1.25	$ 1.62
Diluted - continuing operations	$ 0.73	$ 0.73	$ 1.24	$ 1.65
Diluted - discontinued operations	—	(0.04)	—	(0.04)
Diluted	$ 0.73	$ 0.69	$ 1.24	$ 1.61
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING:				
Basic	576	573	575	573
Diluted	577	574	576	574

[1] Includes excise and gross receipts tax collections of $116 million and $114 million during the three months ended September 30, 2024 and 2023, respectively, and $329 million and $315 million during the nine months ended September 30, 2024 and 2023, respectively.
[2] Consists of income taxes of $21 million during the three and nine months ended September 30, 2023.

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

(In millions)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2024	**2023**	**2024**	**2023**
NET INCOME	$ 466	$ 420	$ 831	$ 984
OTHER COMPREHENSIVE INCOME (LOSS):				
Pension and OPEB prior service credits	—	(2)	—	(5)
Amortized losses on derivative hedges	—	—	4	2
Other comprehensive income (loss)	—	(2)	4	(3)
Income taxes (benefits) on other comprehensive income (loss)	—	(1)	1	(1)
Other comprehensive income (loss), net of tax	—	(1)	3	(2)
COMPREHENSIVE INCOME	$ 466	$ 419	$ 834	$ 982
Income attributable to noncontrolling interest	47	20	114	57
COMPREHENSIVE INCOME ATTRIBUTABLE TO FIRSTENERGY CORP.	$ 419	$ 399	$ 720	$ 925

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
CONSOLIDATED BALANCE SHEETS
(Unaudited)

(In millions, except share amounts)	September 30, 2024	December 31, 2023
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 439	$ 137
Restricted cash	26	42
Receivables-		
Customers	1,559	1,382
Less — Allowance for uncollectible customer receivables	49	64
	1,510	1,318
Other, net of allowance for uncollectible accounts of $8 in 2024 and $15 in 2023	271	266
Materials and supplies, at average cost	536	512
Prepaid taxes and other	286	293
	3,068	2,568
PROPERTY, PLANT AND EQUIPMENT:		
In service	51,747	50,107
Less — Accumulated provision for depreciation	14,361	13,811
	37,386	36,296
Construction work in progress	2,733	2,116
	40,119	38,412
INVESTMENTS AND OTHER NONCURRENT ASSETS:		
Goodwill	5,618	5,618
Investments (Note 6)	688	663
Regulatory assets	485	369
Other	778	1,137
	7,569	7,787
TOTAL ASSETS	$ 50,756	$ 48,767
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Currently payable long-term debt	$ 2,027	$ 1,250
Short-term borrowings	75	775
Accounts payable	1,520	1,362
Accrued interest	272	292
Accrued taxes	729	700
Accrued compensation and benefits	156	304
Customer deposits	228	227
Dividends payable	245	235
Other	221	241
	5,473	5,386
NONCURRENT LIABILITIES:		
Long-term debt and other long-term obligations	21,603	22,885
Accumulated deferred income taxes	5,492	4,530
Retirement benefits	1,651	1,663
Regulatory liabilities	916	1,214
Other	1,929	2,173
	31,591	32,465
TOTAL LIABILITIES	37,064	37,851
EQUITY:		
Common stockholders' equity-		
Common stock, $0.10 par value, authorized 700,000,000 shares - 576,317,004 and 574,335,396 shares outstanding as of September 30, 2024 and December 31, 2023, respectively.	58	57
Other paid-in capital	12,356	10,494
Accumulated other comprehensive loss	(14)	(17)
Retained earnings (Accumulated deficit)	27	(97)
Total common stockholders' equity	12,427	10,437
Noncontrolling interest	1,265	479
TOTAL EQUITY	13,692	10,916
COMMITMENTS, GUARANTEES AND CONTINGENCIES (Note 10)		
TOTAL LIABILITIES AND EQUITY	$ 50,756	$ 48,767

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

	Nine Months Ended September 30, 2024							
	Common stock				Retained earnings (Accumulated deficit)	Total Common Stockholders' Equity		
(In millions)	Shares	Amount	OPIC	AOCI			NCI	Total Equity
Balance, January 1, 2024	574	$ 57	$ 10,494	$ (17)	$ (97)	$ 10,437	$ 479	$ 10,916
Net income	—	—	—	—	253	253	14	267
Stock Investment Plan and share-based benefit plans	2	—	9	—	—	9	—	9
Cash dividends declared on common stock ($0.425 per share in March)	—	—	(88)	—	(156)	(244)	—	(244)
FET Equity Interest Sale (Note 1)	—	—	1,942	—	—	1,942	731	2,673
Noncontrolling interest distributions declared	—	—	—	—	—	—	(8)	(8)
Balance, March 31, 2024	576	$ 57	$ 12,357	$ (17)	$ —	$ 12,397	$ 1,216	$ 13,613
Net income	—	—	—	—	45	45	53	98
Other comprehensive income, net of tax	—	—	—	3	—	3	—	3
Stock Investment Plan and share-based benefit plans	—	1	20	—	—	21	—	21
Noncontrolling interest distributions declared	—	—	—	—	—	—	(7)	(7)
Other	—	—	8	—	—	8	(8)	—
Balance, June 30, 2024	576	$ 58	$ 12,385	$ (14)	$ 45	$ 12,474	$ 1,254	$ 13,728
Net income	—	—	—	—	419	419	47	466
Other comprehensive loss, net of tax	—	—	—	—	—	—	—	—
Stock Investment Plan and share-based benefit plans	—	—	24	—	—	24	—	24
Cash dividends declared on common stock ($0.425 per share in July and September)	—	—	(53)	—	(437)	(490)		(490)
Noncontrolling interest distributions declared	—	—	—	—	—	—	(36)	(36)
Balance, September 30, 2024	576	$ 58	$ 12,356	$ (14)	$ 27	$ 12,427	$ 1,265	$ 13,692

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

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	Nine Months Ended September 30, 2023							
	Common stock							
(In millions)	Shares	Amount	OPIC	AOCI	Accumulated deficit	Total Common Stockholders' Equity	NCI	Total Equity
Balance, January 1, 2023	572	$ 57	$ 11,322	$ (14)	$ (1,199)	$ 10,166	$ 477	$ 10,643
Net income	—	—	—	—	292	292	18	310
Other comprehensive loss, net of tax	—	—	—	(1)	—	(1)	—	(1)
Stock Investment Plan and share-based benefit plans	1	—	19	—	—	19	—	19
Cash dividends declared on common stock ($0.39 per share in March)	—	—	(223)	—	—	(223)	—	(223)
Noncontrolling interest distributions declared	—	—	—	—	—	—	(17)	(17)
Balance, March 31, 2023	573	$ 57	$ 11,118	$ (15)	$ (907)	$ 10,253	$ 478	$ 10,731
Net income	—	—	—	—	235	235	19	254
Stock Investment Plan and share-based benefit plans	—	—	22	—	—	22	—	22
Noncontrolling interest distributions declared	—	—	—	—	—	—	(36)	(36)
Balance, June 30, 2023	573	$ 57	$ 11,140	$ (15)	$ (672)	$ 10,510	$ 461	$ 10,971
Net income	—	—	—	—	400	400	20	420
Other comprehensive loss, net of tax	—	—	—	(1)	—	(1)	—	(1)
Stock Investment Plan and share-based benefit plans	1	—	24	—	—	24	—	24
Cash dividends declared on common stock ($0.39 per share in July and $0.41 per share in September)	—	—	(459)	—	—	(459)	—	(459)
Noncontrolling interest distributions declared	—	—	—	—	—	—	(10)	(10)
Balance, September 30, 2023	574	$ 57	$ 10,705	$ (16)	$ (272)	$ 10,474	$ 471	$ 10,945

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In millions)	For the Nine Months Ended September 30, 2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 831	$ 984
Adjustments to reconcile net income to net cash from operating activities-		
Depreciation, amortization and impairments	1,197	893
Charges associated with increase in ARO	207	—
Deferred income taxes and investment tax credits, net	224	157
Employee benefit costs, net	(7)	(4)
Pension trust contribution	—	(750)
Pension and OPEB mark-to-market adjustment	—	(59)
Transmission revenue collections, net	40	(93)
Loss on disposal, net of tax (Note 1)	—	21
Changes in current assets and liabilities-		
Receivables	(197)	(2)
Materials and supplies	(24)	(60)
Prepaid taxes and other current assets	(77)	(66)
Accounts payable	87	(241)
Accrued taxes	(250)	(147)
Accrued interest	(21)	49
Accrued compensation and benefits	(174)	(46)
Other current liabilities	(68)	55
Collateral, net	97	(216)
Employee benefit plan funding and related payments	(44)	(39)
Other	26	(7)
Net cash provided from operating activities	1,847	429
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital investments	(2,736)	(2,266)
Sales of investment securities held in trusts	104	28
Purchases of investment securities held in trusts	(114)	(37)
Asset removal costs	(212)	(190)
Other	(3)	(8)
Net cash used for investing activities	(2,961)	(2,473)
CASH FLOWS FROM FINANCING ACTIVITIES:		
New financing-		
Long-term debt	1,200	3,150
Short-term borrowings, net	—	170
Redemptions and repayments-		
Long-term debt	(1,710)	(537)
Short-term borrowings, net	(700)	—
Proceeds from FET Equity Interest Sale (Note 1)	3,500	—
Noncontrolling interest cash distributions	(51)	(63)
Common stock dividend payments	(725)	(670)
Debt issuance and redemption costs, and other	(114)	(68)
Net cash provided from financing activities	1,400	1,982
Net change in cash, cash equivalents, and restricted cash	286	(62)
Cash, cash equivalents, and restricted cash at beginning of period	179	206
Cash, cash equivalents, and restricted cash at end of period	$ 465	$ 144
SUPPLEMENTAL CASH FLOW INFORMATION:		
Significant non-cash transactions:		
Accrued capital investments	$ 296	$ 212

The accompanying Notes to Consolidated Financial Statements are an integral part of these financial statements.

FIRSTENERGY CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. ORGANIZATION AND BASIS OF PRESENTATION

Unless otherwise indicated, defined terms and abbreviations used herein have the meanings set forth in the accompanying Glossary of Terms.

FE was incorporated under Ohio law in 1996. FE's principal business is the holding, directly or indirectly, of all of the outstanding equity of its principal subsidiaries as of September 30, 2024: OE, CEI, TE, FE PA, JCP&L, FESC, MP, AGC (a wholly owned subsidiary of MP), PE and KATCo. Additionally, FET is a consolidated VIE of FE, and is the parent company of ATSI, MAIT, PATH and TrAIL. FE also holds all of the outstanding equity of other direct subsidiaries including FEV, which currently holds a 33-1/3% equity ownership in Global Holding, the holding company for a joint venture in the Signal Peak mining and coal transportation operations.

On January 1, 2024, FirstEnergy consolidated the Pennsylvania Companies into FE PA, including OE subsidiary Penn, rendering FE PA a new, single operating entity and the successor-in-interest to all assets and liabilities of the Pennsylvania Companies. As of January 1, 2024, FE PA is FE's only regulated distribution power company in Pennsylvania encompassing the operations previously conducted individually by the Pennsylvania Companies. FE PA serves an area with a population of approximately 4.5 million and operates under the rate districts of the former Pennsylvania Companies. FirstEnergy continues to evaluate the legal, financial, operational and branding benefits of consolidating the Ohio Companies into a single Ohio power company.

Also on January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo, and PN and ME contributed their respective Class B equity interests of MAIT to FE, which were ultimately contributed to FET in exchange for a special purpose membership interest in FET. So long as FE holds the FET special purpose membership interests, it will receive 100% of any Class B distributions made by MAIT.

FESC provides legal, financial and other corporate support services at cost, in accordance with its cost allocation manual, to affiliated FirstEnergy companies. FE does not bill directly or allocate any of its costs to any subsidiary company. Costs are charged to FE's subsidiaries for services received from FESC either through direct billing or through an allocation process. Allocated costs are for services that are provided on behalf of more than one company and are allocated using formulas developed by FESC. Intercompany transactions are generally settled under commercial terms within thirty days.

FE and its subsidiaries are principally involved in the transmission, distribution and generation of electricity. FirstEnergy's electric operating companies comprise one of the nation's largest investor-owned electric systems, serving over 6 million customers in the Midwest and Mid-Atlantic regions. FirstEnergy's transmission operations include more than 24,000 miles of lines and two regional transmission operation centers. As of September 30, 2024, AGC and MP control 3,604 MWs of net maximum generation capacity.

FE and its subsidiaries follow GAAP and comply with the related regulations, orders, policies and practices prescribed by the SEC, FERC, and, as applicable, the PUCO, the PPUC, the MDPSC, the NYPSC, the WVPSC, the VSCC and the NJBPU. The accompanying interim financial statements as of September 30, 2024, and the three and nine months ended September 30, 2024 and 2023 are unaudited, but reflect all adjustments, consisting of normal recurring adjustments, that, in the opinion of management, are necessary for a fair statement of the financial statements. The December 31, 2023 Consolidated Balance Sheets were derived from audited financial statements. The preparation of financial statements in conformity with GAAP requires management to make periodic estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and disclosure of contingent assets and liabilities. Actual results could differ from these estimates. The reported results of operations are not necessarily indicative of results of operations for any future period.

FE and its subsidiaries have evaluated events and transactions for potential recognition or disclosure through the date the financial statements were issued. These interim financial statements have been prepared pursuant to the rules and regulations of the SEC for Quarterly Reports on Form 10-Q. Certain information and disclosures normally included in financial statements and notes prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. These interim financial statements should be read in conjunction with the financial statements and notes included in the Annual Report on Form 10-K for the year ended December 31, 2023.

FE and its subsidiaries consolidate all majority-owned subsidiaries over which they exercise control and, when applicable, entities for which they have a controlling financial interest. Intercompany transactions and balances are eliminated in consolidation as appropriate and permitted pursuant to GAAP. FE and its subsidiaries consolidate a variable interest entity when it is determined that it is the primary beneficiary. Investments in affiliates over which FE and its subsidiaries have the ability to exercise significant influence, but do not have a controlling financial interest, follow the equity method of accounting. Under the equity method, the interest in the entity is reported as an investment in the Consolidated Balance Sheets and the percentage of FE's ownership share of the entity's earnings is reported in the Consolidated Statements of Income and Comprehensive Income.

Certain prior year amounts have been reclassified to conform to the current year presentation. During the first quarter of 2024, FirstEnergy's segment reporting structure was modified to increase transparency for leadership and investors, simplify the

presentation to corresponding legal entities, and align FirstEnergy's earnings, cash flows and balance sheets at the business unit level. The modification to the segments resulted in a reallocation of goodwill between the segments based on the relative fair value of the reporting units, as described further below. Disclosures for FirstEnergy's reportable operating segments for 2023 have been reclassified to conform to the current presentation reflecting the new reportable segments. In addition, on January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo and for comparability, prior year results in the Stand-Alone Transmission segment reflect the earnings and results of those WP transmission assets.

Economic Conditions

Post-pandemic economic conditions have stabilized across numerous material categories, but lead times have not returned to pre-pandemic levels. Several key suppliers have seen improvements with labor shortages and raw material availability and FirstEnergy continues to monitor the situation as capacity can be constrained with increased demand. Inflationary pressures have moderated, which has positively impacted the cost of materials, but certain categories have remained elevated. FirstEnergy continues to implement mitigation strategies to address supply constraints and does not expect service disruptions or any material impact on its capital investment plan. However, the situation remains fluid and a prolonged continuation or further increase in supply chain disruptions could have an adverse effect on FirstEnergy's results of operations, cash flow and financial condition.

FET Noncontrolling Interest

FirstEnergy presents Brookfield's ownership portion of FET's net income and net assets as NCI. NCI is included as a component of equity on FirstEnergy's Consolidated Balance Sheets.

On May 31, 2022, Brookfield acquired 19.9% of the issued and outstanding membership interests of FET. On February 2, 2023, FE, along with FET, entered into the FET P&SA II with Brookfield and the Brookfield Guarantors, pursuant to which FE agreed to sell to Brookfield at the closing, and Brookfield agreed to purchase from FE, an incremental 30% equity interest in FET for a purchase price of $3.5 billion. The FET Equity Interest Sale closed on March 25, 2024 and FET continues to be consolidated in FirstEnergy's financial statements. The purchase price was paid in part by the issuance of two promissory notes at closing having an aggregate principal amount of $1.2 billion with: (i) one promissory note having an aggregate principal amount of $750 million, at an interest rate of 5.75% per annum, with a maturity date of September 25, 2025 and (ii) one promissory note having an aggregate principal amount of $450 million, at an interest rate of 7.75% per annum, with a maturity date of December 31, 2024. The remaining $2.3 billion of the purchase price was paid in cash at closing. On July 17, 2024, Brookfield paid FE approximately $1.2 billion in full satisfaction of the promissory notes**.** Interest income associated with the promissory notes was $24 million for the nine months ended September 30, 2024 and is reported within "Miscellaneous income, net" on FirstEnergy's Consolidated Statements of Income. As a result of the consummation of the transaction, Brookfield's interest in FET increased from 19.9% to 49.9%, while FE retained the remaining 50.1% ownership interests of FET. The difference between the purchase price, net of transaction costs and deferred taxes of approximately $30 million and $797 million, respectively, and the carrying value of the NCI of $731 million, was recorded as an increase to OPIC by $1.9 billion during the first quarter of 2024.

Pursuant to the terms of the FET P&SA II, in connection with the closing, Brookfield, FET and FE entered into the A&R FET LLC Agreement, which amended and restated in its entirety the Third Amended and Restated Limited Liability Company Agreement of FET. The A&R FET LLC Agreement, among other things, provides for the governance, exit, capital and distribution, and other arrangements for FET from and following the closing. Under the A&R FET LLC Agreement, as of the closing, the FET Board consists of five directors, two of whom are appointed by Brookfield and three of whom are appointed by FE.

Capitalized Financing Costs

For the three months ended September 30, 2024 and 2023, capitalized financing costs on FirstEnergy's Consolidated Statements of Income include $16 million and $12 million, respectively, of allowance for equity funds used during construction and $19 million and $14 million, respectively, of capitalized interest.

For the nine months ended September 30, 2024 and 2023, capitalized financing costs on FirstEnergy's Consolidated Statements of Income include $42 million and $31 million, respectively, of allowance for equity funds used during construction and $52 million and $38 million, respectively, of capitalized interest.

Discontinued Operations

On February 27, 2020, the FES Debtors emerged from bankruptcy and were deconsolidated from FirstEnergy's consolidated federal income tax group. The bankruptcy, emergence and deconsolidation resulted in FirstEnergy recognizing certain income tax benefits and charges, which were classified as discontinued operations. During the third quarter of 2023, FirstEnergy recognized a $21 million tax-effected charge to income tax expense related to the allocation of certain deferred income tax liabilities associated with the FES Debtors and their tax return deconsolidation in 2020. Discontinued operations are reflected at Corporate/Other for segment reporting and within "Discontinued Operations" on the Consolidated Statements of Income and Comprehensive Income and "Loss on disposal, net of tax" on the Consolidated Statements of Cash Flow.

Equity Method Investments

Investments over which FE and its subsidiaries have the ability to exercise significant influence, but do not have a controlling financial interest, follow the equity method of accounting. Under the equity method, the interest in the entity is reported as an investment on the Consolidated Balance Sheets. The percentage of FE's ownership share of the entity's earnings is reported in the Consolidated Statements of Income and Comprehensive Income and reflected in "Other Income (Expense)".

Equity method investments, which are included within "Investments" on the Consolidated Balance Sheets, were approximately $109 million and $104 million as of September 30, 2024, and December 31, 2023, respectively.

Global Holding - FEV currently holds a 33-1/3% equity ownership in Global Holding, the holding company for a joint venture in the Signal Peak mining and coal transportation operations with coal sales primarily focused on international markets. FEV is not the primary beneficiary of the joint venture, as it does not have control over the significant activities affecting the joint venture's economic performance. FEV's ownership interest is subject to the equity method of accounting. For the three months ended September 30, 2024 and 2023, pre-tax income related to FEV's ownership in Global Holding was $21 million and $43 million, respectively, and $63 million and $132 million for the nine months ended September 30, 2024 and 2023, respectively. FEV's pre-tax equity earnings and investment in Global Holding are included in Corporate/Other for segment reporting.

As of September 30, 2024, and December 31, 2023, the carrying value of the equity method investment was $69 million and $66 million, respectively. During the nine months ended September 30, 2024 and 2023, FEV received cash dividends from Global Holding of $60 million and $135 million, respectively, which were classified with "Cash from Operating Activities" on the Consolidated Statements of Cash Flows.

PATH WV - PATH, a proposed transmission line from West Virginia through Virginia into Maryland, which PJM cancelled in 2012, is a series limited liability company that is comprised of multiple series, each of which has separate rights, powers and duties regarding specified property and the series profits and losses associated with such property. A subsidiary of FE owns 100% of the Allegheny Series (PATH-Allegheny) and 50% of the West Virginia Series (PATH-WV), which is a joint venture with a subsidiary of AEP. FirstEnergy is not the primary beneficiary of PATH-WV, as it does not have control over the significant activities affecting the economics of PATH-WV. FirstEnergy's ownership interest in PATH-WV is subject to the equity method of accounting. As of September 30, 2024 and December 31, 2023, the carrying value of the equity method investment was $17 million.

Facility Optimization

FirstEnergy continues implementing its facility optimization plans, which are focused on cost savings and alignment with our flexible working arrangements and EESG priorities. This will result in exiting the general office in Akron, Ohio, and other corporate facilities in Brecksville, Ohio, Greensburg, Pennsylvania, and Morristown, New Jersey. In December 2023, FirstEnergy purchased the general office building with the intention to sell in the future. During the third quarter of 2024, the Akron general office building was classified as held-for-sale. Upon classification as held-for-sale, FirstEnergy recognized a $62 million pre-tax impairment charge within "Other operating expenses" on the Consolidated Statements of Income. Of the $62 million, $17 million is included with Integrated, $31 million is included within Distribution, $11 million is included within Stand-Alone Transmission and $3 million at Corporate/Other for segment reporting. The remaining carrying value of the held-for-sale asset is immaterial, and therefore has not been presented separately on the Consolidated Balance Sheets. The corporate headquarters will remain in Akron, Ohio, moving to FirstEnergy's campus located in west Akron, Ohio, and FirstEnergy continues to explore real estate options and relocation opportunities for the other corporate facilities. As FirstEnergy continues to transform the business and implement initiatives to reduce costs, including the facility optimization plan, the impact of such actions may result in future impairments or other charges that may be significant. The aim of these combined efforts will be to help build a stronger, more sustainable company for the near and long term.

Goodwill

In accordance with GAAP, the modification to the segments in the first quarter of 2024 resulted in a transfer of goodwill between the segments based on the relative fair value of the reporting units, and as such, the segment goodwill balances do not necessarily represent the goodwill balances of the specific legal entities within the segments. The external segment reporting is consistent with the internal financial reports used by FirstEnergy's Chief Executive Officer (its CODM) to regularly assess performance of the business and allocate resources.

The fair values of the reporting units were calculated using a discounted cash flow analysis. Key assumptions incorporated in the discounted cash flow analysis included discount rates, growth rates, projected operating income, changes in working capital, projected capital investments, and terminal multiples. The discounted cash flow analysis was also utilized to complete an impairment assessment before and after the segment change, with no impairment of goodwill indicated.

FirstEnergy evaluates goodwill for impairment annually on July 31 and more frequently if indicators of impairment arise. For 2024, FirstEnergy performed a qualitative assessment of its reporting units' goodwill, assessing economic, industry and market considerations in addition to the reporting units' overall financial performance. Key factors used in the assessment included: growth rates, interest rates, expected capital expenditures, utility sector market performance, regulatory and legal developments,

and other market considerations. It was determined that the fair values of these reporting units were, more likely than not, greater than their carrying values and a quantitative analysis was not necessary.

FirstEnergy's reporting units are consistent with its reportable segments and consist of Distribution, Integrated and Stand-Alone Transmission. The following table presents goodwill by reporting unit as of September 30, 2024:

(In millions)	Distribution Segment	Integrated Segment	Stand-Alone Transmission Segment	FirstEnergy Consolidated
Goodwill	$ 3,222	$ 1,953	$ 443	$ 5,618

New Accounting Pronouncements

Recently Issued Pronouncements - The following new authoritative accounting guidance issued by the FASB has not yet been adopted. Unless otherwise indicated, FirstEnergy is currently assessing the impact such guidance may have on its financial statements and disclosures, as well as the potential to early adopt where applicable. FirstEnergy has assessed other FASB issuances of new standards not described below based upon the current expectation that such new standards will not significantly impact FirstEnergy's financial reporting.

ASU 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* " (Issued in November 2023): ASU 2023-07 enhances interim disclosure requirements, clarifies circumstances in which an entity can disclose multiple segment measures of profit or loss, provides new segment disclosure requirements for entities with a single reportable segment, and contain other disclosure requirements. Disclosure requirements within ASU 2023-07 include disclosing significant segment expenses by reportable segment if they are regularly provided to the CODM and included in each reported measure of segment profit or loss. A public entity is also required to disclose the title and position of the individual(s) identified as the CODM as well as an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance and deciding how to allocate resources. Disclosures are required on both an annual and an interim basis. For FirstEnergy, the guidance will be effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted.

ASU 2023-09, "*Income taxes (Topic 280): Improvements to Income Tax Disclosures* " (Issued in December 2023): ASU 2023-09 enhances disclosures primarily related to existing rate reconciliation and income taxes paid information to help investors better assess how a company's operations and related tax risks and tax planning and operational opportunities affect the tax rate and prospects for future cash flows. Disclosure requirements include a tabular reconciliation using both percentages and amounts, separated out into specific categories with certain reconciling items at or above 5% of the statutory tax as well as by nature and/or jurisdiction. In addition, entities will be required to disclose income taxes paid (net of refunds received), broken out between federal, state/local and foreign, and amounts paid to an individual jurisdiction when 5% or more of the total income taxes are paid to such jurisdiction. For FirstEnergy, the guidance will be effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The amendments within ASU 2023-09 are to be applied on a prospective basis, with retrospective application permitted.

Recently Adopted Pronouncements - ASU 2022-03, "*Fair Value Measurements of Equity Securities Subject to Contractual Sale Restrictions* " (Issued in June 2022): ASU 2022-03 clarifies current guidance in Topic 820, Fair Value Measurement, when measuring the fair value of an equity security subject to contractual restrictions that prohibit the sale of an equity security, and introduces new disclosure requirements for those equity securities subject to contractual restrictions. FirstEnergy adopted ASU 2022-03 on January 1, 2024 with no material impact to its financial statements.

2. REVENUE

The following represents a disaggregation of revenue from contracts with customers for the three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2024	2023	2024	2023
Distribution				
Retail generation and distribution services				
Residential	$ 1,222	$ 1,174	$ 3,460	$ 3,312
Commercial	395	405	1,153	1,156
Industrial	138	150	437	575
Other	18	18	56	52
Wholesale	2	7	4	20
Other revenue from contracts with customers	23	23	63	69
Total revenues from contracts with customers	1,798	1,777	5,173	5,184
Other revenue unrelated to contracts with customers	19	18	59	55
Total Distribution	$ 1,817	$ 1,795	$ 5,232	$ 5,239
Integrated				
Retail generation and distribution services				
Residential	$ 802	$ 692	$ 1,954	$ 1,621
Commercial	335	281	863	777
Industrial	151	140	436	408
Other	8	9	22	23
Wholesale	50	58	118	153
Transmission	86	74	283	224
Other revenue from contracts with customers	5	5	18	17
Total revenues from contracts with customers	1,437	1,259	3,694	3,223
Other revenue unrelated to contracts with customers	15	7	31	27
Total Integrated	$ 1,452	$ 1,266	$ 3,725	$ 3,250
Stand-Alone Transmission				
ATSI	$ 262	$ 245	$ 766	$ 712
TrAIL	68	72	206	204
MAIT	116	101	330	288
KATCo	24	16	67	58
Other	—	—	(2)	—
Total revenues from contracts with customers	470	434	1,367	1,262
Other revenue unrelated to contracts with customers	5	5	14	13
Total Stand-Alone Transmission	$ 475	$ 439	$ 1,381	$ 1,275
Corporate/Other, Eliminations and Reconciling Adjustments				
Wholesale	$ 2	$ 1	$ 6	$ 6
Eliminations and reconciling adjustments	(17)	(14)	(48)	(46)
Total Corporate/Other, Eliminations and Reconciling Adjustments	$ (15)	$ (13)	$ (42)	$ (40)
FirstEnergy Total Revenues	$ 3,729	$ 3,487	$ 10,296	$ 9,724

Customer Receivables

Receivables from contracts with customers include distribution services and retail generation sales to residential, commercial and industrial customers of the Electric Companies. Billed and unbilled customer receivables as of September 30, 2024, and December 31, 2023, are included below:

Customer Receivables	September 30, 2024	December 31, 2023
	(In millions)	
Billed	$ 955	$ 717
Unbilled	604	665
	1,559	1,382
Less: Uncollectible Reserve	49	64
Total Customer Receivables	$ 1,510	$ 1,318

The allowance for uncollectible customer receivables is based on historical loss information comprised of a rolling 36-month average net write-off percentage of revenues, in conjunction with a qualitative assessment of elements that impact the collectability of receivables to determine if allowances for uncollectible customer receivables should be further adjusted in accordance with the accounting guidance for credit losses.

FirstEnergy reviews its allowance for uncollectible customer receivables utilizing a quantitative and qualitative assessment. Management contemplates available current information such as changes in economic factors, regulatory matters, industry trends, customer credit factors, amount of receivable balances that are past-due, payment options and programs available to customers, and the methods that the Electric Companies are able to utilize to ensure payment. FirstEnergy's uncollectible risk on PJM receivables, resulting from transmission and wholesale sales, is minimal due to the nature of PJM's settlement process and as a result there is no current allowance for doubtful accounts.

Activity in the allowance for uncollectible accounts on customer receivables for the nine months ended September 30, 2024, and for the year ended December 31, 2023 are as follows:

	(In millions)
Balance, January 1, 2023	$ 137
Provision for expected credit losses[(1)]	8
Charged to other accounts[(2)]	34
Write-offs	(115)
Balance, December 31, 2023	$ 64
Provision for expected credit losses[(1)]	40
Charged to other accounts[(2)]	27
Write-offs	(82)
Balance, September 30, 2024	$ 49

[(1)] Approximately $7 million and $(15) million of which was deferred for future recovery (refund) in the nine months ended September 30, 2024 and the year ended December 31, 2023, respectively.
[(2)] Represents recoveries and reinstatements of accounts written off for uncollectible accounts.

3. EARNINGS PER SHARE

EPS is calculated by dividing earnings attributable to FE by the weighted average number of common shares outstanding.

Basic EPS is computed using the weighted average number of common shares outstanding during the relevant period as the denominator. The denominator for diluted EPS of common stock reflects the weighted average of common shares outstanding plus the potential additional common shares that could result if dilutive securities and other agreements to issue common stock were exercised.

Diluted EPS reflects the dilutive effect of potential common shares from share-based awards and convertible securities. The dilutive effect of outstanding share-based awards was computed using the treasury stock method, which assumes any proceeds that could be obtained upon the exercise of the award would be used to purchase common stock at the average market price for the period. The dilutive effect of the 2026 Convertible Notes is computed using the if-converted method.

The following table reconciles basic and diluted EPS attributable to FE:

Reconciliation of Basic and Diluted EPS	For the Three Months Ended September 30, 2024	For the Three Months Ended September 30, 2023	For the Nine Months Ended September 30, 2024	For the Nine Months Ended September 30, 2023
(In millions, except per share amounts)				
Earnings attributable to FE - continuing operations	$ 419	$ 421	$ 717	$ 948
Earnings attributable to FE - discontinued operations, net of tax	—	(21)	—	(21)
Earnings attributable to FE	$ 419	$ 400	$ 717	$ 927
Share count information:				
Weighted average number of basic shares outstanding	576	573	575	573
Assumed exercise of dilutive awards	1	1	1	1
Weighted average number of diluted shares outstanding	577	574	576	574
EPS attributable to FE:				
Basic - continuing operations	$ 0.73	$ 0.74	$ 1.25	$ 1.66
Basic - discontinued operations	—	(0.04)	—	(0.04)
Basic EPS	$ 0.73	$ 0.70	$ 1.25	$ 1.62
Diluted - continuing operations	$ 0.73	$ 0.73	$ 1.24	$ 1.65
Diluted - discontinued operations	—	(0.04)	—	(0.04)
Diluted EPS	$ 0.73	$ 0.69	$ 1.24	$ 1.61

For the three and nine months ended September 30, 2024 and 2023, no shares from awards were excluded from the calculation of diluted shares outstanding, as their inclusion would have been antidilutive.

The dilutive effect of the 2026 Convertible Notes is limited to the conversion obligation in excess of the aggregate principal amount of the 2026 Convertible Notes being converted. For the three and nine months ended September 30, 2024, there was no dilutive effect resulting from the 2026 Convertible Notes as the average market price of FE shares of common stock was below the initial conversion price of $46.81 per share.

4. PENSION AND OTHER POST-EMPLOYMENT BENEFITS

On May 12, 2023, FirstEnergy made a $750 million voluntary cash contribution to the qualified pension plan, which was funded by FE. FirstEnergy does not currently expect to have a required contribution to the pension plan until 2028, which based on various assumptions, including an expected rate of return on assets of 8.0%, is expected to be approximately $260 million. However, FirstEnergy may elect to contribute to the pension plan voluntarily.

FirstEnergy recognizes a pension and OPEB mark-to-market adjustment for the change in fair value of plan assets and net actuarial gains and losses annually in the fourth quarter of each fiscal year and whenever a plan is determined to qualify for remeasurement. The size of the voluntary contribution made on May 12, 2023, in relation to total pension assets triggered a remeasurement of the pension plan, and as a result, FirstEnergy recognized a non-cash, pre-tax pension mark-to-market adjustment gain of approximately $59 million in the second quarter of 2023. The pension mark-to-market adjustment primarily reflected higher than expected return on assets, partially offset by a 29 basis points decrease in the discount rate used to measure benefit obligations.

The components of FirstEnergy's net periodic benefit costs (credits) for pension and OPEB were as follows:

Components of Net Periodic Benefit Costs (Credits)	Pension		OPEB	
For the Three Months Ended September 30,	2024	2023	2024	2023
		(In millions)		
Service costs	$ 35	$ 35	$ 1	$ 1
Interest costs	99	106	5	5
Expected return on plan assets	(132)	(151)	(9)	(7)
Amortization of prior service costs (credits)	—	1	—	(3)
Special termination benefits[1]	—	13	—	5
Net periodic benefit costs (credits)	$ 2	$ 4	$ (3)	$ 1
Net periodic benefit costs (credits), net of amounts capitalized	$ (15)	$ (15)	$ (4)	$ 1

[1] Related to benefits provided in connection with the PEER program.

Components of Net Periodic Benefit Costs (Credits)	Pension		OPEB	
For the Nine Months Ended September 30,	2024	2023	2024	2023
		(In millions)		
Service cost	$ 105	$ 104	$ 2	$ 2
Interest cost	298	322	15	16
Expected return on plan assets	(397)	(421)	(26)	(23)
Amortization of prior service cost (credit)[1]	1	2	(1)	(7)
Special termination benefits[2]	—	18	—	7
Pensions & OPEB mark-to-market adjustment	—	(59)	—	—
Net periodic benefit costs (credits)	7	(34)	(10)	(5)
Net periodic benefit costs (credits), net of amounts capitalized	$ (45)	$ (88)	$ (11)	$ (6)

[1] The income tax benefits associated with the pension and OPEB prior service costs amortized out of AOCI were $1 million for the nine months ended September 30, 2023. Amounts were immaterial for the nine months ended September 30, 2024.
[2] Related to benefits provided in connection with the PEER program.

Service costs, net of capitalization, are reported within Other operating expenses on FirstEnergy's Consolidated Statements of Income. Non-service costs, other than the pension and OPEB mark-to-market adjustment, which is separately shown, are reported within "Miscellaneous income, net", within "Other Income (Expense)" on FirstEnergy's Consolidated Statements of Income.

Cash flows from operating activities for the nine months ended September 30, 2024 and 2023, includes approximately $44 million and $39 million, respectively, of employee benefit plan funding and related payments. These payments are primarily related to short-term benefit payment liabilities owed to retirees under plan obligations in the respective periods.

5. INCOME TAXES

FirstEnergy's interim effective income tax rates reflect the estimated annual effective income tax rates for 2024 and 2023. These tax rates are affected by estimated annual permanent items, such as AFUDC equity and other flow-through items, as well as certain discrete items. The following tables reconcile the effective income tax rate to the federal income tax statutory rate for the three and nine months ended September 30, 2024 and 2023:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2024	2023	2024	2023
	(In millions)			
Income before income taxes	$ 560	$ 470	$ 1,125	$ 1,198
Federal income tax expense at statutory rate (21%)	$ 118	$ 99	$ 236	$ 252
Increases (reductions) in tax expense resulting from:				
State and municipal income taxes, net of federal tax benefit	33	25	76	49
AFUDC equity and other flow-through	(6)	(15)	(19)	(25)
Deductions associated with certain equity method investments	(14)	—	(14)	—
Deferred taxes related to sale of equity interest in FET, net	—	—	7	—
Excess deferred tax amortization due to the Tax Act	(13)	2	(40)	(30)
Federal tax credits claimed	—	(2)	—	(2)
Nondeductible SEC and OOCIC settlements	—	—	27	—
Remeasurement of excess deferred taxes	(21)	—	(21)	—
Uncertain tax positions	—	50	—	50
Valuation allowances	(3)	(122)	33	(113)
Other, net	—	(8)	9	12
Total income taxes	$ 94	$ 29	$ 294	$ 193
Effective income tax rate	16.8 %	6.2 %	26.1 %	16.1 %

The IRA of 2022, among other things, imposes a new 15% corporate AMT based on AFSI applicable to corporations with a three-year average AFSI over $1 billion. The AMT is effective for the 2023 tax year and, if applicable, corporations must pay the greater of the regular corporate income tax or the AMT. The IRA of 2022 requires the U.S. Treasury to provide regulations and other guidance necessary to administer the AMT, including further defining allowable adjustments to determine AFSI, which directly impacts the amount of AMT to be paid. On September 12, 2024, the U.S. Treasury issued proposed regulations for the AMT for comment. The U.S. Treasury will issue final regulations after it has reviewed comments and held a public hearing on the proposed regulations, which is not expected to occur until next year. Although FirstEnergy is assessing the proposed regulations, it continues to believe that it is more likely than not that it will be subject to AMT going forward, however, the completion of the U.S. Treasury's rulemaking process and the future issuance of final regulations could significantly change FirstEnergy's AMT estimates or its conclusion as to whether it is an AMT payer at all. Additionally, the regulatory treatment of the impacts of this legislation may also be subject to regulation by FERC and/or applicable state regulatory authorities. Any adverse development in this legislation, including guidance from the U.S. Treasury and/or the IRS or unfavorable regulatory treatment, could negatively impact FirstEnergy's cash flows, results of operations, and financial condition. As further discussed below, FirstEnergy expects to pay regular federal corporate income tax in 2024, due in large part to the gain realized from closing the FET Equity Interest Sale.

As discussed above, on March 25, 2024, FirstEnergy closed on the FET Equity Interest Sale, realizing an approximate $7.3 billion tax gain from the combined sale of 49.9% of the membership interests in FET for the consideration received and recapture of negative tax basis in FET. In the first quarter of 2024, FirstEnergy recognized a net tax charge of approximately $46 million, comprised of updates to estimated deferred tax liability for the deferred gain from the 19.9% sale of FET in May 2022, deferred tax liability related to its ongoing investment in FET, and valuation allowance associated with the expected utilization of certain state NOL carryforwards impacted by the sale and the PA Consolidation. During the first quarter of 2024, FirstEnergy also recognized a reduction to OPIC of approximately $797 million for federal and state income tax associated with the tax gain from closing on the FET Equity Interest Sale. As of December 31, 2023, FirstEnergy had approximately $8.1 billion of gross federal NOL carryforwards that will be used to offset a majority of the tax gain from the FET Equity Interest Sale and expected taxable income in 2024, however, due to certain limitations on NOL utilization enacted in the Tax Act, FirstEnergy expects that a portion of the NOL will carry into 2025 and possibly beyond. As a result of the FET Equity Interest Sale, FET and its subsidiaries deconsolidated from FirstEnergy's consolidated federal income tax group and now constitute their own consolidated federal income tax group subject to their own income tax allocation agreement.

Due to a private letter ruling recently issued by the IRS to an unaffiliated utility company, FirstEnergy is evaluating the potential requirement to transition certain of its Electric Companies and Transmission Companies to stand-alone treatment of NOL carryforwards for ratemaking purposes. Currently, none of FirstEnergy's Electric Companies or Transmission Companies have transitioned to stand-alone treatment. FirstEnergy expects that if and where transitioning is required, those impacted Electric Companies and Transmission Companies will make the appropriate regulatory filing(s) in their applicable jurisdiction to include the NOL carryforward deferred tax asset in rate base and revenue requirement, which could have a material, favorable impact on future net income.

6. FAIR VALUE MEASUREMENTS

RECURRING FAIR VALUE MEASUREMENTS

Authoritative accounting guidance establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy and a description of the valuation techniques are as follows:

Level 1
- Quoted prices for identical instruments in active market.

Level 2
- Quoted prices for similar instruments in active market.
- Quoted prices for identical or similar instruments in markets that are not active.
- Model-derived valuations for which all significant inputs are observable market data.

Models are primarily industry-standard models that consider various assumptions, including quoted forward prices for commodities, time value, volatility factors and current market and contractual prices for the underlying instruments, as well as other relevant economic measures.

Level 3
- Valuation inputs are unobservable and significant to the fair value measurement.

FirstEnergy produces a long-term power and capacity price forecast annually with periodic updates as market conditions change. When underlying prices are not observable, prices from the long-term price forecast are used to measure fair value.

FTRs are financial instruments that entitle the holder to a stream of revenues (or charges) based on the hourly day-ahead congestion price differences across transmission paths. FTRs are acquired by FirstEnergy in the annual, monthly and long-term PJM auctions and are initially recorded using the auction clearing price less cost. After initial recognition, FTRs' carrying values are periodically adjusted to fair value using a mark-to-model methodology, which approximates market. The primary inputs into the model, which are generally less observable than objective sources, are the most recent PJM auction clearing prices and the FTRs' remaining hours. The model calculates the fair value by multiplying the most recent auction clearing price by the remaining FTR hours less the prorated FTR cost. Significant increases or decreases in inputs in isolation may have resulted in a higher or lower fair value measurement.

FirstEnergy primarily applies the market approach for recurring fair value measurements using the best information available. Accordingly, FirstEnergy maximizes the use of observable inputs and minimizes the use of unobservable inputs. There were no changes in valuation methodologies used as of September 30, 2024, from those used as of December 31, 2023. The determination of the fair value measures takes into consideration various factors, including but not limited to, nonperformance risk, counterparty credit risk and the impact of credit enhancements (such as cash deposits, LOCs and priority interests). The impact of these forms of risk was not significant to the fair value measurements.

The following table sets forth the recurring assets and liabilities that are accounted for at fair value by level within the fair value hierarchy:

	September 30, 2024				December 31, 2023			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets			*(In millions)*					
Derivative assets FTRs[1]	$ —	$ —	$ 9	$ 9	$ —	$ —	$ 4	$ 4
Equity securities	2	—	—	2	2	—	—	2
U.S. state and municipal debt securities	—	277	—	277	—	275	—	275
Cash, cash equivalents and restricted cash[2]	465	—	—	465	179	—	—	179
Other[3]	—	47	—	47	—	40	—	40
Total assets	$ 467	$ 324	$ 9	$ 800	$ 181	$ 315	$ 4	$ 500
Liabilities								
Derivative liabilities FTRs[1]	$ —	$ —	$ 1	$ 1	$ —	$ —	$ 1	$ 1
Total liabilities	$ —	$ —	$ 1	$ 1	$ —	$ —	$ 1	$ 1
Net assets	$ 467	$ 324	$ 8	$ 799	$ 181	$ 315	$ 3	$ 499

[1] Contracts are subject to regulatory accounting treatment and changes in market values do not impact earnings.
[2] Restricted cash of $26 million and $42 million as of September 30, 2024 and December 31, 2023, respectively, primarily relates to cash collected from MP, PE and the Ohio Companies' customers that is specifically used to service debt of their respective securitization or funding companies.
[3] Primarily consists of short-term investments.

INVESTMENTS

All temporary cash investments purchased with an initial maturity of three months or less are reported as "Cash equivalents" on the Consolidated Balance Sheets at cost, which approximates their fair market value. Investments other than cash and cash equivalents include equity securities, AFS debt securities and other investments. FirstEnergy has no debt securities held for trading purposes.

Generally, unrealized gains and losses on equity securities are recognized in income whereas unrealized gains and losses on AFS debt securities are recognized in AOCI. However, the spent nuclear fuel disposal trusts of JCP&L are subject to regulatory accounting with all gains and losses on equity and AFS debt securities offset against regulatory assets.

Spent Nuclear Fuel Disposal Trusts

JCP&L holds debt securities within the spent nuclear fuel disposal trust, which are classified as AFS securities, recognized at fair market value. The trust is intended for funding spent nuclear fuel disposal fees to the DOE associated with the previously owned Oyster Creek and Three Mile Island Unit 1 nuclear power plants.

The following table summarizes the amortized cost basis, unrealized gains, unrealized losses and fair values of investments held in spent nuclear fuel disposal trusts as of September 30, 2024, and December 31, 2023:

	September 30, 2024[1]				December 31, 2023[2]			
	Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value	Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value
			(In millions)					
Debt securities	$ 295	$ 1	$ (19)	$ 277	$ 301	$ 1	$ (27)	$ 275

[1] Excludes short-term cash investments of $9 million as of September 30, 2024.
[2] Excludes short-term cash investments of $6 million December 31, 2023.

Proceeds from the sale of investments in AFS debt securities, realized gains and losses on those sales and interest and dividend income for the three and nine months ended September 30, 2024 and 2023, were as follows:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2024	2023	2024	2023
	(In millions)			
Sale proceeds	$ 87	$ 10	$ 104	$ 28
Realized gains	—	—	—	—
Realized losses	(11)	—	(13)	(2)
Interest and dividend income	3	3	9	9

Other Investments

Other investments include employee benefit trusts, which are primarily invested in corporate-owned life insurance policies, and equity method investments. Earnings and losses associated with corporate-owned life insurance policies are reflected in “Miscellaneous income, net” on FirstEnergy’s Consolidated Statements of Income. The total carrying value of other investments were $402 million and $382 million as of September 30, 2024, and December 31, 2023, respectively, and are excluded from the amounts reported above. See Note 1, "Organization and Basis of Presentation," for additional information on FirstEnergy's equity method investments.

For the three months ended September 30, 2024 and 2023, pre-tax income (loss) related to corporate-owned life insurance policies was $10 million and $(4) million, respectively, and $20 million and $6 million for the nine months ended September 30, 2024 and 2023, respectively. Corporate-owned life insurance policies are valued using the cash surrender value and any changes in value during the period are recognized as income or expense.

LONG-TERM DEBT AND OTHER LONG-TERM OBLIGATIONS

All borrowings with initial maturities of less than one year are defined as short-term financial instruments under GAAP and are reported as “Short-term borrowings” on the Consolidated Balance Sheets at cost. Since these borrowings are short-term in nature, FirstEnergy believes that their costs approximate their fair market value. The following table provides the approximate fair value and related carrying amounts of long-term debt, which excludes finance lease obligations and net unamortized debt issuance costs, unamortized fair value adjustments, premiums and discounts as of September 30, 2024 and December 31, 2023:

	September 30, 2024	December 31, 2023
	(In millions)	
Carrying value	$ 23,744	$ 24,254
Fair value	$ 23,113	$ 23,003

The fair values of long-term debt and other long-term obligations reflect the present value of the cash outflows relating to those securities based on the current call price, the yield to maturity or the yield to call, as deemed appropriate at the end of each respective period. The yields assumed were based on securities with similar characteristics offered by corporations with credit ratings similar to those of FirstEnergy. FirstEnergy classified short-term borrowings, long-term debt and other long-term obligations as Level 2 in the fair value hierarchy as of September 30, 2024, and December 31, 2023.

FirstEnergy had the following issuances and redemptions during the nine months ended September 30, 2024:

Company	Type	Redemption / Issuance Date	Interest Rate	Maturity	Amount *(In millions)*	Description
					Redemptions	
FE	Unsecured Notes	April, 2024	7.375%	2031	$463	FE redeemed all of its remaining $463 million of 2031 Notes, including a premium of approximately $80 million ($63 million after-tax). In addition, FE recognized approximately $4 million ($3 million after-tax) of deferred cash flow hedge losses and $1 million in other unamortized debt costs and fees associated with the FE debt redemptions.
JCP&L	Unsecured Notes	April, 2024	4.70%	2024	$500	JCP&L redeemed unsecured notes that became due.
MP	FMBs	April, 2024	4.10%	2024	$400	MP redeemed FMBs that became due.
CEI	FMBs	August, 2024	5.50%	2024	$300	CEI redeemed FMBs that became due.
					Issuances	
ATSI	Unsecured Notes	March, 2024	5.63%	2034	$150	Proceeds were used to repay short-term borrowings, to finance capital expenditures and for other general corporate purposes.
MAIT	Unsecured Notes	May, 2024	5.94%	2034	$250	Proceeds were used to repay short-term borrowings, to finance capital expenditures and for other general corporate purposes.
FET	Unsecured Notes with registration rights	September, 2024	4.55%	2030	$400	Proceeds were or will be used to repay short-term borrowings, to redeem FET's $600 million 4.35% notes due 2025, to finance capital expenditures and for other general corporate purposes.
FET	Unsecured Notes with registration rights	September, 2024	5.00%	2035	$400	Proceeds were or will be used to repay short-term borrowings, to redeem FET's $600 million 4.35% notes due 2025, to finance capital expenditures and for other general corporate purposes.

On September 3, 2024, KATCo priced $200 million of senior notes due 2035 at 5.17%, which will be issued and funded on November 20, 2024.

As noted above, on September 5, 2024, FET issued $800 million of unsecured senior notes due in 2030 and 2035 in a private offering that included a registration rights agreement in which FET agreed to conduct an exchange offer of these senior notes for like principal amounts registered with the SEC. FET also agreed to file a shelf registration statement with the SEC to cover resales of the senior notes under certain circumstances. In the event FET's exchange offer is not completed or the shelf registration statement, if required, is not effective by the 366th day after September 5, 2024, or the effective shelf registration stops being effective for 60 days during any 12-month period, then additional interest will accrue on the coupon. Interest will accrue at a rate of 25 basis points for the first 90 days and an additional 25 basis points in the subsequent 90-day period, but not to exceed 50 basis points per year. However, if the additional interest is triggered, the interest rate will reset to the original notes rate once the registration statement is effective, or the shelf registration, if required, becomes effective. FET filed a registration statement on Form S-4 with the SEC on October 8, 2024.

7. VARIABLE INTEREST ENTITIES

FirstEnergy performs qualitative analyses to determine whether a variable interest qualifies FirstEnergy as the primary beneficiary (a controlling financial interest) of a VIE. An enterprise has a controlling financial interest if it has both: (i) the power to direct the activities of a VIE that most significantly impact the entity's economic performance; and (ii) the obligation to absorb losses of the entity that could potentially be significant to the VIE or the right to receive benefits from the entity that could potentially be significant to the VIE. FirstEnergy consolidates a VIE when it is determined that it is the primary beneficiary.

In order to evaluate contracts for consolidation treatment and entities for which FirstEnergy has an interest, FirstEnergy aggregates variable interests into categories based on similar risk characteristics and significance.

Consolidated VIEs

Total assets on the FirstEnergy consolidated balance sheets include approximately $11.6 billion and $11.0 billion of consolidated VIE assets, as of September 30, 2024 and December 31, 2023, respectively, that can only be used to settle the liabilities of the applicable VIE. Total liabilities include approximately $9.0 billion and $7.8 billion as of September 30, 2024 and December 31, 2023, respectively, of consolidated VIE liabilities for which the VIE's creditors do not have recourse to FirstEnergy.

VIEs in which FirstEnergy is the primary beneficiary consist of the following (included in FirstEnergy's consolidated financial statements):

Securitization Companies

- *Ohio Securitization Companies* - In June 2013, the SPEs formed by the Ohio Companies issued approximately $445 million of pass-through trust certificates supported by phase-in recovery bonds to securitize the recovery of certain all-electric customer heating discounts, fuel and purchased power regulatory assets. The phase-in recovery bonds are payable only from, and secured by, phase in recovery property owned by the SPEs. The bondholder has no recourse to the general credit of FirstEnergy or any of the Ohio Companies. Each of the Ohio Companies, as servicer of its respective SPE, manages and administers the phase in recovery property including the billing, collection and remittance of usage-based charges payable by retail electric customers. The SPEs are considered VIEs and each one is consolidated into its applicable electric company. As of September 30, 2024 and December 31, 2023, $175 million and $191 million of the phase-in recovery bonds were outstanding, respectively.

- *MP and PE Environmental Funding Companies* - The consolidated financial statements of FirstEnergy include environmental control bonds issued by two bankruptcy remote, special purpose limited liability companies that are indirect subsidiaries of MP and PE. Proceeds from the bonds were used to construct environmental control facilities. Principal and interest owed on the environmental control bonds is secured by, and payable solely from, the proceeds of the environmental control charges. Creditors of FirstEnergy, other than the limited liability company SPEs, have no recourse to any assets or revenues of the special purpose limited liability companies. As of September 30, 2024 and December 31, 2023, $188 million and $218 million of environmental control bonds were outstanding, respectively.

Cash of $24 million and $40 million, respectively, as of September 30, 2024 and December 31, 2023 collected from MP, PE and the Ohio Companies' customers that is specifically used to service debt of their respective funding companies is included in "Restricted cash" on the FirstEnergy Consolidated Balance Sheets.

FET

FET is a holding company that owns equity interests in ATSI, MAIT, TrAIL and PATH. As further discussed above, on February 2, 2023, FE entered into an agreement with Brookfield to sell an incremental 30% equity interest in FET, which closed on March 25, 2024. As of September 30, 2024, FE's equity ownership in FET is 50.1% and Brookfield's is 49.9%. FirstEnergy has concluded that FET is a VIE and that FE is the primary beneficiary because FE has exposure to the economics of FET and the power to direct significant activities of FET through the FESC services agreement, which represents a separate variable interest.

Although Brookfield was granted incremental consent rights upon the closing of the FET Equity Interest Sale, Brookfield will not have unilateral control over any activities that most significantly impact FET's economic performance. However, FE will continue to retain power over the activities that most significantly impact FET's economic performance through its incremental decision making rights under the existing FESC services agreement, through which executive management and workforce services are provided to FET. As a result, FE is the primary beneficiary of FET, which will continue to be consolidated in FirstEnergy's financial statements.

The following shows the carrying amounts and classification of the FET assets and liabilities included in the consolidated financial statements as of September 30, 2024 and December 31, 2023. Amounts exclude intercompany balances which were eliminated in consolidation. The assets of FET can only be used to settle its obligations, and creditors of FET do not have recourse to the general credit of FirstEnergy.

Assets	**September 30, 2024**	**December 31, 2023**
	(In millions)	
Cash and cash equivalents	$ 245	$ 76
Receivables	90	88
Materials and supplies, at average cost	1	1
Prepaid taxes and other	23	23
Total current assets	359	188
Property, plant and equipment, net	10,875	10,227
Goodwill	224	224
Investments	19	19
Regulatory assets	33	16
Other	114	310
Total noncurrent assets	11,265	10,796
TOTAL ASSETS	$ 11,624	$ 10,984

Liabilities	September 30, 2024	December 31, 2023
	(In millions)	
Currently payable long-term debt	$ 1,225	$ —
Short-term borrowings	—	—
Accounts payable	—	2
Accrued interest	70	63
Accrued taxes	290	262
Other	7	14
Total current liabilities	1,592	341
Long-term debt and other long-term obligations	5,241	5,275
Accumulated deferred income taxes	1,389	1,218
Regulatory liabilities	363	307
Other	24	285
Total noncurrent liabilities	7,017	7,085
TOTAL LIABILITIES	$ 8,609	$ 7,426

Unconsolidated VIEs

FirstEnergy is not the primary beneficiary of its equity method investments in Global Holding and PATH WV, as further discussed above, or its PPAs.

FirstEnergy evaluated its PPAs and determined that certain Non-Utility Generation entities may be VIEs to the extent that they own a plant that sells substantially all of its output to the applicable utilities and the contract price for power is correlated with the plant's variable costs of production. As of September 30, 2024, FirstEnergy maintains four long-term PPAs with Non-Utility Generation entities that were entered into pursuant to the Public Utility Regulatory Policies Act of 1978. FirstEnergy was not involved in the creation of, and has no equity or debt invested in, any of these entities. FirstEnergy has determined that, it does not have a variable interest, or the entities do not meet the criteria to be considered a VIE.

Because FirstEnergy has no equity or debt interests in the Non-Utility Generation entities, its maximum exposure to loss relates primarily to the above-market costs incurred for power, which are expected to be recovered from customers.

8. ASSET RETIREMENT OBLIGATIONS

FirstEnergy recognizes an ARO for its legal obligation to perform asset retirement activities associated with its long-lived assets. The ARO liability represents an estimate of the fair value of FirstEnergy's current obligation such that the ARO is accreted monthly to reflect the time value of money.

A fair value measurement inherently involves uncertainty in the amount and timing of settlement of the liability. FirstEnergy uses an expected cash flow approach to measure the fair value of the remediation AROs, taking into account the expected timing of settlement of the ARO based on the expected economic useful life of associated asset and/or regulatory requirements. The fair value of an ARO is recognized in the period in which it is incurred. The associated asset retirement costs are capitalized as part of the carrying value of the long-lived asset and are depreciated over the life of the related asset. For instances where asset retirement costs relate to assets that have no future cash flows, the costs are recorded as an operating expense. In certain circumstances, FirstEnergy has recovery of asset retirement costs and, as such, certain accretion and depreciation is offset against regulatory assets. Conditional retirement obligations associated with tangible long-lived assets are recognized at fair value in the period in which they are incurred if a reasonable estimate can be made, even though there may be uncertainty about timing or method of settlement. When settlement is conditional on a future event occurring, it is reflected in the measurement of the liability, not the timing of the liability recognition.

FirstEnergy has recognized applicable legal obligations for AROs and their associated costs, including reclamation of sludge disposal ponds, closure of CCR sites, underground and above-ground storage tanks and wastewater treatment lagoons. In addition, FirstEnergy has recognized conditional retirement obligations, primarily for asbestos remediation.

The following table summarizes the changes to the ARO balances as of September 30, 2024 and December 31, 2023:

ARO Reconciliation	*(In millions)*
Balance, January 1, 2023	$ 185
Changes in timing and amount of estimated cash flows	10
Liabilities settled	(2)
Accretion	16
Balance, December 31, 2023	209
Changes in timing and amount of estimated cash flows	137
Liabilities incurred	95
Liabilities settled	(4)
Accretion	16
Balance, September 30, 2024	$ 453

On November 30, 2020, AE Supply submitted a closure deadline extension request to the EPA seeking to extend the cease accepting waste date for the McElroy's Run CCR impoundment facility to October 2024, which request was withdrawn by AE Supply on July 9, 2024, prior to the completion of the technical review by the EPA. As of May 31, 2024, AE Supply ceased accepting waste at the McElroy's Run CCR impoundment facility from Pleasants Power Station. As of September 30, 2024, AE Supply continues to operate the dry landfill adjacent to McElroy's Run as a disposal facility for Pleasants Power Station. AE Supply continues to evaluate closure options for McElroy's Run and the adjacent landfill, including the potential transfer of the site and remediation obligations to a third-party as well as other interpretation changes to its closure plans. As a result, during the second quarter of 2024, AE Supply reviewed its ARO and future expected costs to remediate McElroy's Run and the adjacent dry landfill, resulting in an increase to the ARO liability and corresponding increase to "Other operating expense" of $87 million at Corporate/Other for segment reporting. Final acceptance of the closure plan or the transfer of the obligation to a third-party could result in further adjustments to the ARO recognized by FirstEnergy.

As further discussed below, on May 8, 2024, the EPA finalized changes to the CCR rule addressing certain legacy CCR disposal sites which were not included in previous CCR rules. During the second quarter of 2024, FirstEnergy performed a preliminary assessment of former CCR disposal sites and calculated an initial estimate applying historical experience in remediating comparable sites. As a result, FirstEnergy recorded a $125 million increase to its ARO, of which $120 million is included in "Other operating expenses" on the Consolidated Statements of Income and was not capitalized as an asset retirement cost since the associated plants do not have future cash flows. Of the $120 million, $16 million is included with Integrated, $46 million is included within Distribution and $58 million at Corporate/Other for segment reporting. During the third quarter of 2024, FirstEnergy determined that an additional site became applicable under the CCR rules, which resulted in a $25 million increase to the ARO, with a corresponding increase to the asset retirement cost.

The ARO increase related to certain legacy CCR disposal sites represents the discounted cash flows for estimated closure costs based upon the potential closure requirements as evaluated on a site-by-site basis. Actual costs to be incurred will be dependent upon factors that vary from site to site. The most significant factors include the method and time frame of closure at the individual sites, which will be determined based on the groundwater monitoring and, if applicable, EPA approval of closure plans. In determining the estimated closure costs for each site, FirstEnergy has assumed the anticipated applicable closure method, however, alternative closure methods may be required, resulting in greater or lesser cost. As a result, the ARO liability may be adjusted as additional information is gained through the evaluation and closure process, including further inspection of the sites, results of groundwater monitoring and changes in interpretation of the CCR regulations which may change management assumptions, and could result in a material change to the ARO liability balance and FirstEnergy's results of operations.

9. REGULATORY MATTERS

STATE REGULATION

Each of the Electric Companies retail rates, conditions of service, issuance of securities and other matters are subject to regulation in the states in which it operates - in Maryland by the MDPSC, in New Jersey by the NJBPU, in Ohio by the PUCO, in Pennsylvania by the PPUC, in West Virginia by the WVPSC and in New York by the NYPSC. The transmission operations of PE and TrAIL in Virginia, ATSI in Ohio, the Transmission Companies in Pennsylvania, PE and MP in West Virginia, and PE in Maryland are subject to certain regulations of the VSCC, PUCO, PPUC, WVPSC, and MDPSC, respectively. In addition, under Ohio law, municipalities may regulate rates of a public utility, subject to appeal to the PUCO if not acceptable to the utility. Further, if any of the FirstEnergy affiliates were to engage in the construction of significant new transmission facilities, depending on the state, they may be required to obtain state regulatory authorization to site, construct and operate the new transmission facility.

MARYLAND

PE operates under MDPSC approved base rates that were effective as of October 19, 2023, and that were subsequently modified by an MDPSC order dated January 3, 2024, which became effective as of March 1, 2024. PE also provides SOS pursuant to a combination of settlement agreements, MDPSC orders and regulations, and statutory provisions. SOS supply is competitively procured in the form of rolling contracts of varying lengths through periodic auctions that are overseen by the MDPSC and a third-party monitor. Although settlements with respect to SOS supply for PE customers have expired, service continues in the same manner until changed by order of the MDPSC. PE recovers its costs plus a return for providing SOS.

The EmPOWER Maryland program previously required each electric utility to file a plan to reduce electric consumption and demand 0.2% per year, up to the ultimate goal of 2% annual savings. The passage of the Climate Solutions Now Act of 2022 modified the annual incremental energy efficiency targets to 2% per year from 2022 through 2024, 2.25% per year in 2025 and 2026, and 2.5% per year in 2027 and thereafter. On August 1, 2023, PE filed its proposed plan for the 2024-2026 cycle as required by the MDPSC. Additionally at the direction of the MDPSC, PE together with other Maryland utilities were required to address GHG reductions in addition to energy efficiency. In compliance with the MDPSC directive, PE submitted three scenarios with projected costs over a three-year cycle of $311 million, $354 million, and $510 million, respectively. The MDPSC conducted hearings on the proposed plans for all Maryland utilities on November 6-8, 2023. On December 29, 2023, the MDPSC issued an order approving the $311 million scenario for most programs, with some modifications. On August 15, 2024, in accordance with the MDPSC directive, PE filed a revised plan for the remainder of the 2024-2026 cycle to comply with refined GHG reduction targets with a total budget of $314 million. Hearings were held regarding the revised plan on October 22-24, 2024. An MDPSC order regarding PE's revised plan remains pending. PE recovers EmPOWER program costs with a return on unamortized balances through an annually reconciled surcharge, with certain costs subject to recovery over a five-year amortization period. Maryland law only allows for the utility to recover lost distribution revenue attributable to energy efficiency or demand reduction programs through a base rate case proceeding. Consistent with a December 29, 2022, order by the MDPSC phasing out the unamortized balances of EmPOWER investments, PE is required to expense 33% of its EmPOWER program costs in 2024, 67% in 2025, and 100% in 2026 and beyond. Notwithstanding the order to phase out the unamortized balances of EmPOWER investments, all previously unamortized costs for prior cycles were to be collected by the end of 2029, consistent with the plan PE submitted on January 11, 2023. In the 2024-2026 order issued on December 29, 2023, the period to pay down the unamortized balances was extended through the end of 2030. On February 21, 2024, the MDPSC approved PE's tariff to recover costs in 2024 but directed PE to analyze alternative amortization methods for possible use in later years. New legislation signed into law on May 9, 2024, and effective July 1, 2024, is expected to reduce the return on the EmPOWER unamortized balances for PE by a total of $25 to $30 million over the period of 2024-2030. On July 31, 2024, the MDPSC issued an order implementing revised EmPOWER surcharge rates for PE in accordance with the new law and denying PE's request for a hearing that sought to challenge certain portions of the law. On August 30, 2024, PE filed a petition seeking judicial review of the law.

NEW JERSEY

JCP&L operates under NJBPU approved rates that took effect as of February 15, 2024, and became effective for customers as of June 1, 2024. JCP&L provides BGS for retail customers who do not choose a third-party EGS and for customers of third- party EGSs that fail to provide the contracted service. All New Jersey EDCs participate in this competitive BGS procurement process and recover BGS costs directly from customers as a charge separate from base rates.

The base rate increase approved by the NJBPU on February 14, 2024, took effect on February 15, 2024, and became effective for customers on June 1, 2024. Until those new rates became effective for customers, JCP&L was amortizing an existing regulatory liability totaling approximately $18 million to offset the base rate increase that otherwise would have occurred in this period. Under the base rate case settlement agreement, JCP&L also agreed to a two-phase reliability improvement plan to enhance the reliability related to 18 high-priority circuits, the first phase of which began on February 14, 2024, and represents an approximate investment of $95 million. Additionally, JCP&L recognized a $53 million pre-tax charge in the first quarter 2024 at the Integrated segment within "Other operating expenses" on the FirstEnergy Consolidated Statements of Income, associated with certain corporate support costs recorded to capital accounts from the FERC Audit that were determined, as a result of the settlement agreement, to be disallowed from future recovery.

JCP&L has implemented energy efficiency and peak demand reduction programs in accordance with the New Jersey Clean Energy Act as approved by the NJBPU in April 2021. The NJBPU approved plans include recovery of lost revenues resulting from the programs and a three-year plan (July 2021-June 2024) including total program costs of $203 million, of which $160 million of investment is recovered over a ten-year amortization period with a return as well as $43 million in operations and maintenance expenses and financing costs recovered on an annual basis. On May 22, 2024, the NJBPU approved JCP&L's request for a six-month extension of the EE&C Plan I, to December 31, 2024. The budget for the extension period adds approximately $69 million to the original program cost and JCP&L will recover the costs of the extension period and the revenue impact of sales losses resulting therefrom through two separate tariff riders. On December 1, 2023, JCP&L filed a related petition with the NJBPU requesting approval of its EE&C Plan II, which covers the January 1, 2025 through June 30, 2027 period and has a proposed budget of approximately $964 million. EE&C Plan II consists of a portfolio of ten energy efficiency programs, one peak demand reduction program and one building decarbonization program. Under the proposal, JCP&L would recover its EE&C Plan II revenue requirements and lost revenues from reduced electricity sales associated with EE&C Plan II. Public hearings

were held on June 11, 2024, and the parties are currently engaged in settlement discussions. On July 1, 2024, the NJBPU suspended the procedural schedule. A final NJBPU decision and order was required no later than October 15, 2024, however, the parties submitted a stipulation to extend this deadline to October 31, 2024, which was approved on October 15, 2024. On October 18, 2024, the parties entered into and filed with the NJBPU a stipulation of settlement, wherein the parties agreed to a budget of approximately $817 million for EE&C Plan II, including $784 million of investments that will earn a return on equity of 9.6%, with an equity ratio of 52%, and be recovered over 10 years.

The settlement of the distribution rate case in 2020, provided among other things, that JCP&L would be subject to a management audit, which began in May 2021. On April 12, 2023, the NJBPU accepted the final management audit report for filing purposes and ordered that interested stakeholders file comments on the report by May 22, 2023, which deadline was extended until July 31, 2023. JCP&L and one other party filed comments on July 31, 2023.

On September 17, 2021, in connection with Mid-Atlantic Offshore Development, LLC, a transmission company jointly owned by Shell New Energies US and EDF Renewables North America, JCP&L submitted a proposal to the NJBPU and PJM to build transmission infrastructure connecting offshore wind-generated electricity to the New Jersey power grid. On October 26, 2022, the JCP&L proposal was accepted, in part, in an order issued by NJBPU. The proposal, as accepted, included approximately $723 million in investments for JCP&L to both build new and upgrade existing transmission infrastructure. JCP&L's proposal projects an investment ROE of 10.2% and includes the option for JCP&L to acquire up to a 20% equity stake in Mid-Atlantic Offshore Development, LLC. The resulting rates associated with the project are expected to be shared among the ratepayers of all New Jersey electric utilities. On April 17, 2023, JCP&L applied for the FERC "abandonment" transmission rates incentive, which would provide for recovery of 100% of the cancelled prudent project costs that are incurred after the incentive is approved, and 50% of the costs incurred prior to that date, in the event that some or all of the project is cancelled for reasons beyond JCP&L's control. On August 21, 2023, FERC approved JCP&L's application, effective August 22, 2023. On October 31, 2023, offshore wind developer, Orsted, announced plans to cease development of two offshore wind projects in New Jersey—Ocean Wind 1 and 2—having a combined planned capacity of 2,248 MWs. Orsted's cancellation does not affect JCP&L's awarded projects and JCP&L is moving forward with preconstruction activities for the planned transmission infrastructure. Construction is expected to begin in 2025.

Consistent with the commitments made in its proposal to the NJBPU, JCP&L formally submitted in November 2023 the first part of its application to the DOE to finance a substantial portion of the project using low-interest rate loans available under the DOE's Energy Infrastructure Reinvestment Program of the IRA of 2022. JCP&L submitted the second part of its two-part application on March 13, 2024, which was approved on May 17, 2024. The DOE Loan Program Office has initiated a due diligence review of the application, during which period the DOE and JCP&L will continue to negotiate the terms of the loan.

On November 9, 2023, JCP&L filed a petition for approval of its EnergizeNJ with the NJBPU that would, among other things, support grid modernization, system resiliency and substation modernization in technologies designed to provide enhanced customer benefits. JCP&L proposes EnergizeNJ will be implemented over a five-year budget period with estimated costs of approximately $935 million over the deployment period, of which, $906 million is capital investments and $29 million is operating and maintenance expenses. Under the proposal, the capital costs of EnergizeNJ would be recovered through JCP&L's base rates via annual and semi-annual base rate adjustment filings. The 2023 base rate case stipulation that was filed on February 2, 2024, necessitated amendments to the EnergizeNJ program. On February 14, 2024, the NJBPU approved the stipulated settlement between JCP&L and various parties, resolving JCP&L's request for a distribution base rate increase. On February 27, 2024, as part of the stipulated settlement, JCP&L amended its pending EnergizeNJ petition following receipt of NJBPU approval of the base rate case settlement, to remove the high-priority circuits that are to be addressed in the first phase of its reliability improvement plan and to include the second phase of its reliability improvement plan that is expected to further address certain high-priority circuits that require additional upgrades. EnergizeNJ, if approved as amended, will result in the investment of approximately $930.5 million of total estimated costs over five years. JCP&L and various parties are engaged in settlement discussions with respect to the pending EnergizeNJ petition.

OHIO

The Ohio Companies operate under PUCO-approved base distribution rates that became effective in 2009. The Ohio Companies operated under ESP IV through May 31, 2024, which provided for the supply of power to non-shopping customers at a market-based price set through an auction process. ESP IV also continued the DCR rider, which supports continued investment related to the distribution system for the benefit of customers, with revenue cap increases of $15 million per year through May 31, 2024. In addition, ESP IV includes: (1) continuation of a base distribution rate freeze through May 31, 2024; (2) a goal across FirstEnergy to reduce CO2 emissions by 90% below 2005 levels by 2045; and (3) contributions, totaling $51 million to: (a) fund energy conservation programs, economic development and job retention in the Ohio Companies' service territories; (b) establish a fuel-fund in each of the Ohio Companies' service territories to assist low-income customers; and (c) establish a Customer Advisory Council to ensure preservation and growth of the competitive market in Ohio. Since June 1, 2024, the Ohio Companies have operated under ESP V, as modified by the PUCO, and as further described below. On October 29, 2024, the Ohio Companies filed notice of their intent to withdraw ESP V and proposed the terms under which they would resume operating under ESP IV. The Ohio Companies' application is subject to PUCO review and approval.

On April 5, 2023, the Ohio Companies filed an application with the PUCO for approval of ESP V, for an eight-year term beginning June 1, 2024, and continuing through May 31, 2032. On May 15, 2024, the PUCO issued an order approving ESP V with modifications. ESP V, as modified by the PUCO, became effective June 1, 2024 and continues through May 31, 2029, and provides for, among other things, the continuation of existing riders related to purchased power, transmission and uncollectibles, the continuation of the DCR rider with proposed annual revenue cap increases until new base rates are established, the continuation of the AMI rider, and the addition of new riders for storm recovery and vegetation management, with terms and conditions to be established in the base rate case. The ESP V order additionally directed the Ohio Companies to file another base distribution rate case not later than May 31, 2028, develop an electric vehicle education program to assist customers in transitioning to electric vehicles and contribute $32.5 million during the term of ESP V to fund low-income customer bill assistance programs and bill assistance for income-eligible senior citizens, which was recognized in the second quarter of 2024 within "Other operating expenses" at the Regulated Distribution segment and on FirstEnergy's Consolidated Statements of Income. On June 14, 2024, the Ohio Companies filed an Application for Rehearing seeking greater certainty regarding the key terms of ESP V over the approved term and proposed modifications to the May 15, 2024 order. The Ohio Companies also proposed modifications to ESP V to resolve their Application for Rehearing including, among other things, a reduced three-year ESP V term, approval of certain riders over the full three-year proposed ESP V term, full recovery of investments in the DCR and proposed modifications to preserve the economic value of the order for customers, including a commitment to forego pursuit of the Ohio Companies' request for an enhanced vegetation management program in the 2024 base distribution rate case. Other parties also filed applications for rehearing. As the PUCO did not rule on any applications for rehearing within 30 days of filing, all applications for rehearing were denied by operation of law. Due to the risks and uncertainty resulting from the Ohio Companies' application for rehearing being denied by operation of law, on October 29, 2024, the Ohio Companies filed a notice of their intent to withdraw ESP V and proposed the terms under which they would resume operating under ESP IV. The Ohio Companies' application is subject to PUCO review and approval. The Ohio Companies expect to file an application with the PUCO for ESP VI by early next year in an effort to align with the ongoing base distribution rate case proceedings.

On May 31, 2024, the Ohio Companies filed their application for an increase in base distribution rates based on a 2024 calendar year test period. The Ohio Companies requested a net increase in base distribution revenues of approximately $94 million with a return on equity of 10.8% and capital structures of 44% debt and 56% equity for CEI, 46% debt and 54% equity for OE, and 45% debt and 55% equity for TE, which reflects a roll-in of current riders such as DCR and AMI. Key components of the base rate case filing include a proposal to change pension and OPEB recovery to the delayed recognition method and to implement a mechanism to establish a regulatory asset (or liability) to recover (or refund) net differences between the amount of pension and OPEB expense requested in the proceeding and the actual annual amount each year using this method. Additionally, the Ohio Companies request recovery of certain incurred costs, including the impact of major storms, a program to convert streetlights to LEDs, and others. On June 14, 2024, the Ohio Companies filed supporting testimony. On July 31, 2024, the Ohio Companies filed an update that adjusted the net increase in base distribution revenues to approximately $190 million and incorporated matters in the rate case as directed by the PUCO's ESP V order. The Ohio Companies would expect to update their application for an increase in base distribution rates after the PUCO issues its order with respect to the Ohio Companies' withdrawal of ESP V.

On May 16, 2022, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2021, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. On May 15, 2023, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2022, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. On May 15, 2024, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2023, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. These matters remain pending before the PUCO.

On July 15, 2022, the Ohio Companies filed an application with the PUCO for approval of phase two of their distribution grid modernization plan that would, among other things, provide for the installation of an additional 700 thousand smart meters, distribution automation equipment on approximately 240 distribution circuits, voltage regulating equipment on approximately 220 distribution circuits, and other investments and pilot programs in related technologies designed to provide enhanced customer benefits. The Ohio Companies propose that phase two will be implemented over a four-year budget period with estimated capital investments of approximately $626 million and operations and maintenance expenses of approximately $144 million over the deployment period. Under the proposal, costs of phase two of the grid modernization plan would be recovered through the Ohio Companies' AMI rider, pursuant to the terms and conditions approved in ESP IV. On April 12, 2024, the Ohio Companies and certain of the parties filed a stipulation that modified the Ohio Companies' application for phase two of its grid modernization plan. The stipulation, which is subject to PUCO approval, provides for the deployment of smart meters to the balance of the Ohio Companies' customers or approximately 1.4 million meters. Phase two of the distribution grid modernization plan, as modified by the stipulation would be completed over a four-year budget period with estimated capital investments of approximately $421 million. On April 15, 2024, the Ohio Companies filed a motion to consolidate their phase two distribution grid modernization plan proceeding with three audit proceedings pending before the PUCO, which was granted on May 23, 2024. Evidentiary hearings began on June 5, 2024 and concluded on July 2, 2024.

On September 8, 2020, the OCC filed motions in the Ohio Companies' corporate separation audit and DMR audit dockets, requesting the PUCO to open an investigation and management audit, hire an independent auditor, and require FirstEnergy to show it did not improperly use money collected from consumers or violate any utility regulatory laws, rules or orders in its

activities regarding HB 6. On December 30, 2020, in response to the OCC's motion, the PUCO reopened the DMR audit docket, and directed PUCO staff to solicit a third-party auditor and conduct a full review of the DMR to ensure funds collected from customers through the DMR were only used for the purposes established in ESP IV. On June 2, 2021, the PUCO selected an auditor, and the auditor filed the final audit report on January 14, 2022, which made certain findings and recommendations. The report found that spending of DMR revenues was not required to be tracked, and that DMR revenues, like all rider revenues, are placed into the regulated money pool as a matter of routine, where the funds lose their identity. Therefore, the report could not suggest that DMR funds were used definitively for direct or indirect support for grid modernization. The report also concluded that there was no documented evidence that ties revenues from the DMR to lobbying for the passage of HB 6, but also could not rule out with certainty uses of DMR funds to support the passage of HB 6. The report further recommended that the regulated companies' money pool be audited more frequently and the Ohio Companies adopt formal dividend policies. Final comments and responses were filed by parties during the second quarter of 2022. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On February 26, 2024, the Attorney Examiner consolidated this proceeding with the expanded DCR rider audit proceeding described below. Evidentiary hearings are scheduled to begin February 3, 2025.

On September 15, 2020, the PUCO opened a new proceeding to review the political and charitable spending by the Ohio Companies in support of HB 6 and the subsequent referendum effort, and directed the Ohio Companies to show cause, demonstrating that the costs of any political or charitable spending in support of HB 6, or the subsequent referendum effort, were not included, directly or indirectly, in any rates or charges paid by customers. The Ohio Companies initially filed a response stating that the costs of any political or charitable spending in support of HB 6, or the subsequent referendum effort, were not included, directly or indirectly, in any rates or charges paid by customers, but on August 6, 2021, filed a supplemental response explaining that, in light of the facts set forth in the DPA and the findings of the DCR rider audit report further discussed below, political or charitable spending in support of HB 6, or the subsequent referendum effort, affected pole attachment rates paid by approximately $15 thousand. On October 26, 2021, the OCC filed a motion requesting the PUCO to order an independent external audit to investigate FE’s political and charitable spending related to HB 6, and to appoint an independent review panel to retain and oversee the auditor. In November and December 2021, parties filed comments and reply comments regarding the Ohio Companies’ original and supplemental responses to the PUCO’s September 15, 2020, show cause directive. On May 4, 2022, the PUCO selected a third-party auditor to determine whether the show cause demonstration submitted by the Ohio Companies is sufficient to ensure that the cost of any political or charitable spending in support of HB 6 or the subsequent referendum effort was not included, directly or indirectly, in any rates or charges paid by ratepayers. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On September 30, 2024, the third-party auditor’s report was filed. The audit examined 53 payments totaling approximately $75 million made in support of the passage of HB 6 and subsequent referendum efforts, and concluded that less than $5 million was allocated to the Ohio Companies. The audit report affirmed the Ohio Companies’ conclusion in its August 6, 2021 filing that a rate impact of less than $15 thousand was charged to the Ohio Companies’ pole attachment customers associated with political and charitable spending in support of HB 6. On October 22, 2024, parties filed comments on the audit report.

In connection with an ongoing audit of the Ohio Companies’ policies and procedures relating to the code of conduct rules between affiliates, on November 4, 2020, the PUCO initiated an additional corporate separation audit as a result of the FirstEnergy leadership transition announcement made on October 29, 2020, as further discussed below. The additional audit is to ensure compliance by the Ohio Companies and their affiliates with corporate separation laws and the Ohio Companies’ corporate separation plan. The additional audit is for the period from November 2016 through October 2020. The final audit report was filed on September 13, 2021. The audit report makes no findings of major non-compliance with Ohio corporate separation requirements, minor non-compliance with eight requirements, and findings of compliance with 23 requirements. Parties filed comments and reply comments on the audit report. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On September 20, 2024, intervenors filed testimony recommending fines for alleged violations of the Ohio corporate separation requirements. Evidentiary hearings were held on October 9 and 10, 2024; the scope of the hearings excluded allegations involving activities related to the passage of HB 6 and the former PUCO chairman, which will be addressed at a later time. To the extent the PUCO ultimately accepts the intervenors’ recommendations and issues a fine to the Ohio Companies, FirstEnergy does not expect any such fine to be material to FirstEnergy.

On September 3, 2024, the Ohio Companies filed an application to amend their corporate separation plan to incorporate certain recommendations from prior audit reports, which include, but are not limited to, improving non-regulated competitive employees’ physical space and access to data, updating and implementing a process to annually review the cost allocation manual, developing state specific codes of conduct practices, and implementing additional training related to the cost allocation manual and the state codes of conduct. On October 24, 2024, the administrative law judge issued an entry suspending automatic approval of the amended corporate separation plan and establishing a procedural schedule.

In connection with an ongoing annual audit of the Ohio Companies’ DCR rider for 2020, and as a result of disclosures in FirstEnergy’s Form 10-K for the year ended December 31, 2020 (filed on February 18, 2021), the PUCO expanded the scope of the audit on March 10, 2021, to include a review of certain transactions that were either improperly classified, misallocated, or lacked supporting documentation, and to determine whether funds collected from customers were used to pay the vendors, and if so, whether or not the funds associated with those payments should be returned to customers through the DCR rider or

through an alternative proceeding. On August 3, 2021, the auditor filed its final report on this phase of the audit, and the parties submitted comments and reply comments on this audit report in October 2021. Additionally, on September 29, 2021, the PUCO expanded the scope of the audit in this proceeding to determine if the costs of the naming rights for FirstEnergy Stadium have been recovered from the Ohio Companies' customers. On November 19, 2021, the auditor filed its final report, in which the auditor concluded that the FirstEnergy Stadium naming rights expenses were not recovered from Ohio customers. On December 15, 2021, the PUCO further expanded the scope of the audit to include an investigation into an apparent nondisclosure of a side agreement in the Ohio Companies' ESP IV settlement proceedings, but stayed its expansion of the audit until otherwise ordered by the PUCO. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On February 26, 2024, the Attorney Examiner consolidated this proceeding with the Rider DMR audit proceeding described above, and further lifted the stay of the portion of the investigation relating to an apparent nondisclosure of a side agreement. Evidentiary hearings are scheduled to begin February 3, 2025.

On March 1, 2024, the Attorney Examiner issued an Entry in all four PUCO investigations that, among other things, precluded taking or offering the testimony of Charles E. Jones, Michael J. Dowling, or the now-deceased, former chairman of the PUCO through deposition or other means, or requiring these individuals to produce documents, in any PUCO proceeding, until otherwise ordered.

On September 22, 2023, OCC filed an application for rehearing challenging the PUCO's August 23, 2023, order to stay the pending HB 6 related matters above, which the PUCO denied on October 18, 2023. On November 17, 2023, OCC filed an application for rehearing challenging the October 18, 2023 entry to the extent the PUCO decided not to stay pending proceedings regarding ESP V as well as phases one and two of the Ohio Companies' distribution grid modernization plans. On November 27, 2023, the Ohio Companies filed a memorandum contra OCC's application for rehearing. As the PUCO did not rule on OCC's November 17, 2023 application for rehearing within 30 days of filing, the application for rehearing was denied by operation of law.

In the fourth quarter of 2020, motions were filed with the PUCO requesting that the PUCO amend the Ohio Companies' riders for collecting the OVEC-related charges required by HB 6 to provide for refunds in the event such provisions of HB 6 are repealed. Neither the Ohio Companies nor FE benefit from the OVEC-related charges the Ohio Companies collect. Instead, the Ohio Companies are further required by HB 6 to remit all the OVEC-related charges they collect to non-FE Ohio electric distribution utilities. The Ohio Companies contested the motions, which are pending before the PUCO.

See Note 10, "Commitments, Guarantees and Contingencies" below for additional details on the government investigations and ongoing litigation surrounding the investigation of HB 6.

PENNSYLVANIA

The Pennsylvania Companies operated under rates approved by the PPUC, effective as of January 27, 2017. On January 1, 2024, each of the Pennsylvania Companies merged with and into FE PA. As a result of the PA Consolidation, FE PA will have five rate districts in Pennsylvania – four that correspond to the territories previously serviced by ME, PN, Penn, and WP and one rate district that corresponds to WP's service provided to The Pennsylvania State University. The rate districts created by the PA Consolidation will not reach full rate unity until the earlier of 2033 or the conclusion of three base rate cases filed after January 1, 2025.

Pursuant to Pennsylvania Act 129 of 2008 and PPUC orders, the Pennsylvania Companies implemented energy efficiency and peak demand reduction programs with demand reduction targets, relative to 2007-2008 peak demands, at 2.9% MW for ME, 3.3% MW for PN, 2.0% MW for Penn, and 2.5% MW for WP; and energy consumption reduction targets, as a percentage of the Pennsylvania Companies' historic 2009 to 2010 reference load at 3.1% MWh for ME, 3.0% MWh for PN, 2.7% MWh for Penn, and 2.4% MWh for WP. The fourth phase of FE PA's energy efficiency and peak demand reduction program, which runs for the five-year period beginning June 1, 2021 through May 31, 2026, was approved by the PPUC on June 18, 2020, providing through cost recovery of approximately $390 million to be recovered through Energy Efficiency and Conservation Phase IV Riders for each FE PA rate district.

Pennsylvania EDCs are permitted to seek PPUC approval of an LTIIP for accelerated infrastructure improvements and costs related to highway relocation projects, after which a DSIC may be approved to recover LTIIP costs. On January 16, 2020, the PPUC approved the Pennsylvania Companies' LTIIPs for the five-year period beginning January 1, 2020 and ending December 31, 2024 for a total capital investment of approximately $572 million for certain infrastructure improvement initiatives. On July 22, 2024, FE PA filed its application with the PPUC seeking approval for the next phase of its LTIIP program, which is expected to result in approximately $1.6 billion in investments, with approximately $1.4 billion of such investments going in service during the five-year period beginning January 1, 2025 and ending December 31, 2029.

On May 5, 2023, FirstEnergy and Brookfield submitted applications to FERC and to the PPUC to facilitate the FET Equity Interest Sale. On May 12, 2023, the parties also filed an application with the VSCC, which was approved on June 20, 2023. On August 14, 2023, FERC issued an order approving the FET Equity Interest Sale. On November 24, 2023, CFIUS notified FET, Brookfield and the Abu Dhabi Investment Authority, as an indirect investor in FET through Brookfield, that it had determined that

there were no unresolved national security issues and its review of the transaction was concluded. On November 29, 2023, the parties filed a settlement agreement recommending that the PPUC approve the transaction subject to the terms of the settlement, which includes among other things, a number of ring-fencing provisions and a commitment to improve transmission reliability over the next five years. The settlement was approved by the PPUC on March 14, 2024. The transaction closed on March 25, 2024.

On April 2, 2024, FE PA filed a base rate case with the PPUC, based on a projected 2025 annual test year. The rate case requests a net increase in base distribution revenues of approximately $502 million with a return on equity of 11.3% and capital structure of 46.2% debt and 53.8% equity, and reflects a roll-in of several current riders such as DSIC, Tax Act and smart meter. The increase represents an overall net average rate increase in FE PA rates by approximately 7.7%, and a 10.5% average residential rate increase. Key components of the base rate case filing include a proposal to change pension recovery from average cash contributions to the delayed recognition method and to implement a mechanism to establish a regulatory asset (or liability) to recover (or refund) net differences between the amount of pension expense requested in the proceeding and the actual annual amount each year using this method. Additionally, FE PA requested an enhanced ten-year vegetation management program and recovery of certain incurred costs, including major storms, COVID-19, a program to convert streetlights to LEDs, and others. On September 13, 2024, FE PA and the active parties to the proceeding filed a joint settlement agreement requesting that the administrative law judges to approve FE PA's requested distribution base rate case increase subject to the terms and conditions of the settlement, which includes, among other things, an annual net revenue increase of $225 million. Other key components of the settlement agreement include recovery of costs incurred for storms and COVID-19, additional cost recovery of ongoing storm costs, inspection and maintenance of overhead lines and transformers, and rate case expenses, as well as an enhanced vegetation management program. On October 15, 2024, the administrative law judges issued a decision recommending that the PPUC approve, without modification, the September 13, 2024 settlement agreement. The settlement agreement is pending PPUC approval. A PPUC decision is expected in December 2024, with new rates becoming effective in January 2025.

WEST VIRGINIA

MP and PE provide electric service to all customers through traditional cost-based, regulated utility ratemaking and operate under WVPSC-approved rates. MP and PE recover net power supply costs, including fuel costs, purchased power costs and related expenses, net of related market sales revenue through the ENEC. MP's and PE's ENEC rate is typically updated annually.

On August 31, 2023, MP and PE filed with the WVPSC their annual ENEC case requesting an increase in ENEC rates of $167.5 million beginning January 1, 2024, which represented a 9.9% increase in overall rates. This increase, which was driven primarily by higher fuel expenses, included the approximate $92 million carried over from the 2022 ENEC proceeding and a portion of the approximately $267 million under recovery balance at the end of the review period (July 1, 2022 to June 30, 2023). The remaining $75.6 million of the under recovery balance not recovered in 2024 was to be deferred for collection during 2025, with an annual carrying charge of 4%. A hearing was held on November 30, 2023, at which time a joint stipulation for settlement that was agreed to by all but one party was presented to the WVPSC. The settlement provided for a net $55.4 million increase in ENEC rates beginning March 27, 2024 with the net deferred ENEC balance of approximately $184 million to be recovered from 2025 through 2026. There will be no 2024 ENEC case unless MP and PE over or under recover by more than $50 million from January through June 2024 and a party elects to invoke a case filing, neither of which occurred. An order was issued on March 26, 2024 approving the settlement without modification and rates became effective on March 27, 2024. MP and PE will file their next ENEC filing on or before September 1, 2025.

On April 21, 2022, the WVPSC issued an order approving, effective May 1, 2022, a tariff to offer solar power on a voluntary basis to West Virginia customers and requiring MP and PE to subscribe at least 85% of the planned 50 MWs of solar generation before seeking approval for surcharge cost recovery. MP and PE must seek separate approval from the WVPSC to recover any solar generation costs in excess of the approved solar power tariff. On April 24, 2023, MP and PE sought approval for surcharge cost recovery from the WVPSC for three of the five solar sites, representing 30 MWs of generation. On August 23, 2023, the WVPSC approved the customer surcharge and granted approval to construct three of the five solar sites. The surcharge went into effect January 1, 2024. The first solar generation site went into service in January 2024 and the second solar generation site went into service in September 2024. Construction of the remaining sites are expected to be completed by the end of 2025 at a total investment cost of approximately $110 million.

On January 13, 2023, MP and PE filed a request with the WVPSC seeking approval of new depreciation rates for existing and future capital assets. Specifically, MP and PE were seeking to increase depreciation expense by approximately $76 million per year, primarily for regulated generation-related assets. Any depreciation rates approved by the WVPSC would not become effective until new base rates were established. On August 22, 2023, a unanimous settlement of the case was filed recommending a $33 million per year increase in depreciation expense, effective April 1, 2024. An order from the WVPSC was issued on March 26, 2024 approving the settlement without modification and new depreciation rates became effective on April 1, 2024.

On May 31, 2023, MP and PE filed a base rate case with the WVPSC requesting a total revenue increase of approximately $207 million utilizing a test year of 2022 with adjustments plus a request to establish a regulatory asset (or liability) to recover (or

refund) in a subsequent base rate case the net differences between the amount of pension and OPEB expense requested in the proceeding (based on average expense from 2018 to 2022) and the actual annual amount each year using the delayed recognition method. Among other things, the increase included the approximate $75 million requested in a depreciation case filed on January 13, 2023 and described above, and amounts to support a new low-income customer advocacy program, storm restoration work and service reliability investments. On January 23, 2024, MP, PE and various parties filed a joint settlement agreement with the WVPSC, which recommended a base rate increase of $105 million, inclusive of the $33 million increase in depreciation expense, but deferred issues related to a change in the net energy metering credit. Additionally, the settlement included a new low-income customer advocacy program, a pilot program for service reliability investments and recovery of costs related to storm restoration, retired generation assets and COVID-19. The settlement did not include the request to establish a regulatory asset (or liability) for recovery (or refund) associated with pension and OPEB expense, however, it did not preclude MP and PE from pursuing that in a future separate proceeding. On February 16, 2024, interested parties filed a settlement on the net energy metering credit for consideration by the WVPSC. An order was issued on March 26, 2024 approving the $105 million increase and accepting the settlements with slight non-material modifications with new rates going into effect on March 27, 2024. Additionally, due to the order including approval by the WVPSC to recover certain costs associated with retired generation assets, MP recognized a $60 million pre-tax benefit in the first quarter of 2024 to establish a regulatory asset.

FERC REGULATORY MATTERS

Under the Federal Power Act, FERC regulates rates for interstate wholesale sales and transmission of electric power, regulatory accounting and reporting under the Uniform System of Accounts, and other matters, including construction and operation of hydroelectric projects. With respect to their wholesale services and rates, the Electric Companies, AE Supply and the Transmission Companies are subject to regulation by FERC. FERC regulations require JCP&L, MP, PE and the Transmission Companies to provide open access transmission service at FERC-approved rates, terms and conditions. Transmission facilities of JCP&L, MP, PE and the Transmission Companies are subject to functional control by PJM and transmission service using their transmission facilities is provided by PJM under the PJM Tariff. On January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo.

FERC regulates the sale of power for resale in interstate commerce in part by granting authority to public utilities to sell wholesale power at market-based rates upon showing that the seller cannot exert market power in generation or transmission or erect barriers to entry into markets. The Electric Companies and AE Supply each have the necessary authorization from FERC to sell their wholesale power, if any, in interstate commerce at market-based rates, although in the case of the Electric Companies major wholesale purchases remain subject to review and regulation by the relevant state commissions.

Federally enforceable mandatory reliability standards apply to the bulk electric system and impose certain operating, record-keeping and reporting requirements on the Electric Companies, AE Supply, and the Transmission Companies. NERC is the Electric Reliability Organization designated by FERC to establish and enforce these reliability standards, although NERC has delegated day-to-day implementation and enforcement of these reliability standards to six regional entities, including RFC. All of the facilities that FirstEnergy operates are located within the RFC region. FirstEnergy actively participates in the NERC and RFC stakeholder processes, and otherwise monitors and manages its companies in response to the ongoing development, implementation and enforcement of the reliability standards implemented and enforced by RFC.

FirstEnergy believes that it is in material compliance with all currently effective and enforceable reliability standards. Nevertheless, in the course of operating its extensive electric utility systems and facilities, FirstEnergy occasionally learns of isolated facts or circumstances that could be interpreted as excursions from the reliability standards. If and when such occurrences are found, FirstEnergy develops information about the occurrence and develops a remedial response to the specific circumstances, including in appropriate cases “self-reporting” an occurrence to RFC. Moreover, it is clear that NERC, RFC and FERC will continue to refine existing reliability standards as well as to develop and adopt new reliability standards. Any inability on FirstEnergy’s part to comply with the reliability standards for its bulk electric system could result in the imposition of financial penalties, or obligations to upgrade or build transmission facilities, that could have a material adverse effect on its financial condition, results of operations, and cash flows.

FERC Audit

FERC’s Division of Audits and Accounting initiated a nonpublic audit of FESC in February 2019. Among other matters, the audit is evaluating FirstEnergy’s compliance with certain accounting and reporting requirements under various FERC regulations. On February 4, 2022, FERC filed the final audit report for the period of January 1, 2015 through September 30, 2021, which included several findings and recommendations that FirstEnergy has accepted. The audit report included a finding and related recommendation on FirstEnergy’s methodology for allocation of certain corporate support costs to regulatory capital accounts under certain FERC regulations and reporting. Effective in the first quarter of 2022 and in response to the finding, FirstEnergy had implemented a new methodology for the allocation of these corporate support costs to regulatory capital accounts for its regulated distribution and transmission companies on a prospective basis. With the assistance of an independent outside firm, FirstEnergy completed an analysis during the third quarter of 2022 of these costs and how it impacted certain FERC-jurisdictional wholesale transmission customer rates for the audit period of 2015 through 2021. As a result of this analysis, FirstEnergy recorded in the third quarter of 2022 approximately $45 million ($34 million after-tax) in expected customer refunds, plus interest, due to its wholesale transmission customers and reclassified approximately $195 million of certain transmission capital assets to

operating expenses for the audit period, of which $90 million ($67 million after-tax) are not expected to be recoverable and impacted FirstEnergy's earnings since they relate to costs capitalized during stated transmission rate time periods. FirstEnergy is currently recovering approximately $105 million of costs reclassified to operating expenses in its transmission formula rate revenue requirements, of which $85 million of costs have been recovered as of September 30, 2024. These reclassifications also resulted in a reduction to the Regulated Transmission segment's rate base by approximately $160 million, which is not expected to materially impact FirstEnergy or the segment's future earnings. The expected wholesale transmission customer refunds were recognized as a reduction to revenue, and the amount of reclassified transmission capital assets that are not expected to be recoverable were recognized within "Other operating expenses" at the Regulated Transmission segment and on FirstEnergy's Consolidated Statements of Income. Furthermore, FirstEnergy's Electric Companies are in the process of addressing the outcomes of the FERC Audit with the applicable state commissions and proceedings, which includes seeking continued rate base treatment of approximately $200 million of certain corporate support costs allocated to distribution capital assets in Ohio and Pennsylvania.

On December 8, 2023, FERC audit staff issued a letter advising that two unresolved audit matters, primarily related to FirstEnergy's plan to recover the reclassified operating expenses in formula transmission rates, were being referred to other offices within FERC for further review. On July 5, 2024, the FERC Office of Enforcement issued a set of data requests related to the 2022 reclassification of operating expenses, to which FirstEnergy replied. In addition, on September 26, 2024, the FERC Office of Energy Market Regulation issued data requests to FirstEnergy, which was also related to the 2022 reclassification of operating expenses, to which FirstEnergy replied. If the FERC Office of Energy Market Regulation and the FERC Office of Enforcement were to successfully challenge the recovery of the 2022 reclassified operating expenses and formula transmission rates it could have material adverse effect on FirstEnergy financial conditions, result of operations, and cash flows. In addition, on September 10, 2024, the FERC Office of Enforcement issued a second set of data requests related to the classification and recovery of a since terminated fuel consulting contract, to which FirstEnergy replied.

ATSI ROE – Ohio Consumers Counsel v. ATSI, et al.

On February 24, 2022, the OCC filed a complaint with FERC against ATSI, AEP's Ohio affiliates and American Electric Power Service Corporation, and Duke Energy Ohio, LLC asserting that FERC should reduce the ROE utilized in the utilities' transmission formula rates by eliminating the 50 basis point adder associated with RTO membership, effective February 24, 2022. The OCC contends that this result is required because Ohio law mandates that transmission owning utilities join an RTO and that the 50 basis point adder is applicable only where RTO membership is voluntary. On December 15, 2022, FERC denied the complaint as to ATSI and Duke, but granted it as to AEP. AEP and OCC appealed FERC's orders to the Sixth Circuit and the case remains pending. FirstEnergy is unable to predict the outcome of this proceeding, but it is not expected to have a material impact.

Transmission ROE Methodology

A proposed rulemaking proceeding concerning transmission rate incentives provisions of Section 219 of the 2005 Energy Policy Act was initiated in March of 2020 remains pending before FERC. Among other things, the rulemaking explored whether utilities should collect an "RTO membership" ROE incentive adder for more than three years. FirstEnergy is a member of PJM, and its transmission subsidiaries could be affected by the proposed rulemaking. FirstEnergy participated in comments on the supplemental rulemaking that were submitted by a group of PJM transmission owners and by various industry trade groups. If there were to be any changes to FirstEnergy's transmission incentive ROE, such changes will be applied on a prospective basis.

Transmission Planning Supplemental Projects: Ohio Consumers Counsel v ATSI, et al.

On September 27, 2023, the OCC filed a complaint against ATSI, PJM and other transmission utilities in Ohio alleging that the PJM Tariff and operating agreement are unjust, unreasonable, and unduly discriminatory because they include no provisions to ensure PJM's review and approval for the planning, need, prudence and cost-effectiveness of the PJM Tariff Attachment M-3 "Supplemental Projects." Supplemental Projects are projects that are planned and constructed to address local needs on the transmission system. The OCC demands that FERC: (i) require PJM to review supplemental projects for need, prudence and cost-effectiveness; (ii) appoint an independent transmission monitor to assist PJM in such review; and (iii) require that Supplemental Projects go into rate base only through a "stated rate" procedure whereby prior FERC approval would be needed for projects with costs that exceed an established threshold. ATSI and the other transmission utilities in Ohio and PJM filed comments and the complaint is pending before FERC.

10. COMMITMENTS, GUARANTEES AND CONTINGENCIES

GUARANTEES AND OTHER ASSURANCES

FirstEnergy has various financial and performance guarantees and indemnifications, which are issued in the normal course of business. These contracts include performance guarantees, stand-by LOCs, debt guarantees, surety bonds and indemnifications. FirstEnergy enters into these arrangements to facilitate commercial transactions with third parties by enhancing the value of the transaction to the third party.

As of September 30, 2024, outstanding guarantees and other assurances aggregated $978 million, consisting of parental guarantees on behalf of its consolidated subsidiaries ($517 million) and other assurances ($461 million).

COLLATERAL AND CONTINGENT-RELATED FEATURES

In the normal course of business, FE and its subsidiaries may enter into physical or financially settled contracts for the sale and purchase of electric capacity, energy, fuel and emission allowances. Certain agreements contain provisions that require FE or its subsidiaries to post collateral. This collateral may be posted in the form of cash or credit support with thresholds contingent upon FE's or its subsidiaries' credit rating from each of the major credit rating agencies. The collateral and credit support requirements vary by contract and by counterparty.

As of September 30, 2024, $160 million of collateral, mainly in the form of LOCs, has been posted by FE or its subsidiaries. FE or its subsidiaries are holding $35 million of net cash collateral as of September 30, 2024, from certain generation suppliers, and such amount is included in "Other current liabilities" on FirstEnergy's Consolidated Balance Sheets.

These credit-risk-related contingent features stipulate that if the subsidiary were to be downgraded or lose its investment grade credit rating (based on its senior unsecured debt rating), it would be required to provide additional collateral. The following table discloses the potential additional credit rating contingent contractual collateral obligations as of September 30, 2024:

Potential Collateral Obligations	Electric Companies and Transmission Companies	FE	Total
		(In millions)	
Contractual obligations for additional collateral			
Upon downgrade	$ 66	$ 1	$ 67
Surety bonds (collateralized amount)[1]	97	79	176
Total Exposure from Contractual Obligations	$ 163	$ 80	$ 243

[1] Surety Bonds are not tied to a credit rating. Surety Bonds' impact assumes maximum contractual obligations, which is ordinarily 100% of the face amount of the surety bond except with respect to $38 million of surety bond obligations for which the collateral obligation is capped at 60% of the face amount, and typical obligations require 30 days to cure.

ENVIRONMENTAL MATTERS

Various federal, state and local authorities regulate FirstEnergy with regard to air and water quality, hazardous and solid waste disposal, and other environmental matters. While FirstEnergy's environmental policies and procedures are designed to achieve compliance with applicable environmental laws and regulations, such laws and regulations are subject to periodic review and potential revision by the implementing agencies. FirstEnergy cannot predict the timing or ultimate outcome of any of these reviews or how any future actions taken as a result thereof may materially impact its business, results of operations, cash flows and financial condition.

Clean Air Act

FirstEnergy complies with SO_2 and NOx emission reduction requirements under the CAA and SIP by burning lower-sulfur fuel, utilizing combustion controls and post-combustion controls and/or using emission allowances.

CSAPR requires reductions of NOx and SO_2 emissions in two phases (2015 and 2017), ultimately capping SO_2 emissions in affected states to 2.4 million tons annually and NOx emissions to 1.2 million tons annually. CSAPR allows trading of NOx and SO_2 emission allowances between power plants located in the same state and interstate trading of NOx and SO_2 emission allowances with some restrictions. On July 28, 2015, the D.C. Circuit ordered the EPA to reconsider the CSAPR caps on NOx and SO_2 emissions from power plants in 13 states, including West Virginia. This followed the 2014 U.S. Supreme Court ruling generally upholding the EPA's regulatory approach under CSAPR but questioning whether the EPA required upwind states to reduce emissions by more than their contribution to air pollution in downwind states. The EPA issued a CSAPR Update on September 7, 2016, reducing summertime NOx emissions from power plants in 22 states in the eastern U.S., including West Virginia, beginning in 2017. Various states and other stakeholders appealed the CSAPR Update to the D.C. Circuit in November and December 2016. On September 13, 2019, the D.C. Circuit remanded the CSAPR Update to the EPA citing that the rule did not eliminate upwind states' significant contributions to downwind states' air quality attainment requirements within applicable attainment deadlines.

Also in March 2018, the State of New York filed a CAA Section 126 petition with the EPA alleging that NOx emissions from nine states (including West Virginia) significantly contribute to New York's inability to attain the ozone National Ambient Air Quality Standards. The petition sought suitable emission rate limits for large stationary sources that are allegedly affecting New York's air quality within the three years allowed by CAA Section 126. On September 20, 2019, the EPA denied New York's CAA Section 126 petition. On October 29, 2019, the State of New York appealed the denial of its petition to the D.C. Circuit. On July 14, 2020, the D.C. Circuit reversed and remanded the New York petition to the EPA for further consideration. On March 15, 2021, the EPA

issued a revised CSAPR Update that addressed, among other things, the remands of the prior CSAPR Update and the New York Section 126 petition. In December 2021, MP purchased NOx emissions allowances to comply with 2021 ozone season requirements. On April 6, 2022, the EPA published proposed rules seeking to impose further significant reductions in EGU NOx emissions in 25 upwind states, including West Virginia, with the stated purpose of allowing downwind states to attain or maintain compliance with the 2015 ozone National Ambient Air Quality Standards. On February 13, 2023, the EPA disapproved 21 SIPs, which was a prerequisite for the EPA to issue a final Good Neighbor Plan or FIP. On June 5, 2023, the EPA issued the final Good Neighbor Plan with an effective date 60 days thereafter. Certain states, including West Virginia, have appealed the disapprovals of their respective SIPs, and some of those states have obtained stays of those disapprovals precluding the Good Neighbor Plan from taking effect in those states. On August 10, 2023, the 4th Circuit granted West Virginia an interim stay of the disapproval of its SIP and on January 10, 2024, after a hearing held on October 27, 2023, granted a full stay which precludes the Good Neighbor Plan from going into effect in West Virginia. In addition to West Virginia, certain other states, and certain trade organizations, including the Midwest Ozone Group of which FE is a member, separately filed petitions for review and motions to stay the Good Neighbor Plan itself at the D.C. Circuit. On September 25, 2023, the D.C. Circuit denied the motions to stay the Good Neighbor Plan. On October 13, 2023, the aggrieved parties filed an Emergency Application for an Immediate Stay of the Good Neighbor Plan with the U.S. Supreme Court. Oral argument was heard on February 21, 2024. On June 27, 2024, the U.S. Supreme Court granted a stay of the Good Neighbor Plan pending disposition of the petition for review in the D.C. Circuit.

Climate Change

In March 2024, the SEC issued final rules to require public companies to disclose certain climate-related information in registration statements and annual reports filed with the SEC. As adopted, the final climate disclosure rules mandate the disclosure of climate-related risks and the material impacts that severe weather events and other natural conditions have had, or are reasonably likely to have, on FirstEnergy, as well as disclosures related to management and FE Board oversight of such risks. In April 2024, the SEC voluntarily stayed the final climate disclosure rules pending resolution of legal challenges. FirstEnergy currently is assessing the impact of the final climate disclosure rules on its business. There are several initiatives to reduce GHG emissions at the state, federal and international level. Certain northeastern states are participating in the Regional Greenhouse Gas Initiative and western states, including California, have implemented programs to control emissions of certain GHGs and enhance public disclosures relating to the same. Additional policies reducing GHG emissions, such as demand reduction programs, renewable portfolio standards and renewable subsidies have been implemented across the nation.

As part of its climate strategy, FirstEnergy has pledged to achieve carbon neutrality by 2050 with respect to GHGs within FirstEnergy's direct operational control (known as Scope 1 emissions). With respect to our coal-fired plants in West Virginia, which serve as the primary source of our Scope 1 emissions, we have identified that the end of the useful life date is 2035 for Fort Martin and 2040 for Harrison. Determination of the useful life of the regulated coal-fired generation could result in changes in depreciation, and/or continued collection of net plant in rates after retirement, securitization, sale, impairment, or regulatory disallowances. If MP is unable to recover these costs, it could have a material adverse effect on FirstEnergy's and/or MP's financial condition, results of operations, and cash flow. FirstEnergy cannot currently estimate the financial impact of climate change policies, including the final SEC rules, although potential legislative or regulatory programs restricting CO2 emissions, or litigation alleging damages from GHG emissions, could require material capital and other expenditures or result in changes to its operations.

In December 2009, the EPA released its final "Endangerment and Cause or Contribute Findings for GHGs under the Clean Air Act," concluding that concentrations of several key GHGs constitute an "endangerment" and may be regulated as "air pollutants" under the CAA and mandated measurement and reporting of GHG emissions from certain sources, including electric generating plants. Subsequently, the EPA released its final CPP regulations in August 2015 to reduce CO2 emissions from existing fossil fuel-fired EGUs and finalized separate regulations imposing CO2 emission limits for new, modified, and reconstructed fossil fuel-fired EGUs. Numerous states and private parties filed appeals and motions to stay the CPP with the D.C. Circuit in October 2015. On February 9, 2016, the U.S. Supreme Court stayed the rule during the pendency of the challenges to the D.C. Circuit and U.S. Supreme Court. On March 28, 2017, an executive order, entitled "Promoting Energy Independence and Economic Growth," instructed the EPA to review the CPP and related rules addressing GHG emissions and suspend, revise or rescind the rules if appropriate. On June 19, 2019, the EPA repealed the CPP and replaced it with the ACE rule that established guidelines for states to develop standards of performance to address GHG emissions from existing coal-fired generation. On January 19, 2021, the D.C. Circuit vacated and remanded the ACE rule declaring that the EPA was "arbitrary and capricious" in its rule making and, as such, the ACE rule is no longer in effect and all actions thus far taken by states to implement the federally mandated rule are now null and void. Vacating the ACE rule had the unintended effect of reinstating the CPP because the repeal of the CPP was a provision within the ACE rule. The D.C. Circuit decision was appealed by several states and interested parties, including West Virginia, arguing that the EPA did not have the authorization under Section 111(d) of the CAA to require "generation shifting" as a way to limit GHGs. On June 30, 2022, the U.S. Supreme Court in West Virginia v. Environmental Protection Agency held that the method the EPA used to regulate GHGs (generation shifting) under Section 111(d) of the CAA (the CPP) was not authorized by Congress and remanded the rule to the EPA for further reconsideration. In response, on May 23, 2023, the EPA published a proposed rule pursuant to CAA Section 111 (b) and (d) in line with the decision in West Virginia v. Environmental Protection Agency intended to reduce power sector GHG emissions (primarily CO2 emissions) from fossil fuel based EGUs. The rule, which proposed stringent GHG emissions limitations based on fuel type and unit retirement date, was issued as final by the EPA on April 25, 2024. In May 2024, a group of 25 states, including West Virginia, filed a challenge to the rule in the D.C. Circuit. Also in May 2024, other utility groups, including the Midwest Ozone Group and Electric Generators for a

Sensible Transition, both of which MP is a member, filed petitions for review of the GHG rule as well as motions to stay the rule in the D.C. Circuit. On July 19, 2024, the D.C. Circuit denied the stay motions and on July 23 and 26, 2024 the aggrieved petitioners filed emergency stay applications to the U.S. Supreme Court. Depending on the outcome of any appeals, compliance with these standards could require additional capital expenditures or changes in operation at the Ft. Martin and Harrison power stations.

Clean Water Act

Various water quality regulations, the majority of which are the result of the federal Clean Water Act and its amendments, apply to FirstEnergy's facilities. In addition, the states in which FirstEnergy operates have water quality standards applicable to FirstEnergy's operations.

On September 30, 2015, the EPA finalized new, more stringent effluent limits for the Steam Electric Power Generating category (40 CFR Part 423) for arsenic, mercury, selenium and nitrogen for wastewater from wet scrubber systems and zero discharge of pollutants in ash transport water. The treatment obligations were to phase-in as permits are renewed on a five-year cycle from 2018 to 2023. However, on April 13, 2017, the EPA granted a Petition for Reconsideration and on September 18, 2017, the EPA postponed certain compliance deadlines for two years. On August 31, 2020, the EPA issued a final rule revising the effluent limits for discharges from wet scrubber systems, retaining the zero-discharge standard for ash transport water, (with some limited discharge allowances), and extending the deadline for compliance to December 31, 2025 for both. In addition, the EPA allows for less stringent limits for sub-categories of generating units based on capacity utilization, flow volume from the scrubber system, and unit retirement date. On March 29, 2023, the EPA published proposed revised ELGs applicable to coal-fired power plants that include more stringent effluent limitations for wet scrubber systems and ash transport water, and new limits on landfill leachate. The rule was issued as final by the EPA on April 25, 2024. On May 30, 2024, the Utility Water Act Group, of which FirstEnergy is a member, filed a Petition for Review of the 2024 ELG Rule with the U.S. Court of Appeals for the Fifth and Eighth Circuit Courts, and on June 18, 2024, the Utility Water Group filed a motion to stay the Rule pending disposition on the merits. A number of other parties have challenged the final rule in various petitions for review across several circuits. Those petitions have been consolidated and will be reviewed by the U.S. Court of Appeals for the Eighth Circuit Court. Depending on the outcome of appeals and how final revised rules are ultimately implemented, compliance with these standards could require additional capital expenditures or changes in operation at closed and active landfills, and at the Ft. Martin and Harrison power stations from what was approved by the WVPSC in September 2022 to comply with the 2020 ELG rule. FirstEnergy is currently assessing the impact of the final rule.

Regulation of Waste Disposal

Federal and state hazardous waste regulations have been promulgated as a result of the Resource Conservation and Recovery Act, as amended, and the Toxic Substances Control Act. Certain CCRs, such as coal ash, were exempted from hazardous waste disposal requirements pending the EPA's evaluation of the need for future regulation.

In April 2015, the EPA finalized regulations for the disposal of CCRs (non-hazardous), establishing national standards for landfill design, structural integrity design and assessment criteria for surface impoundments, groundwater monitoring and protection procedures and other operational and reporting procedures to assure the safe disposal of CCRs from electric generating plants. On September 13, 2017, the EPA announced that it would reconsider certain provisions of the final regulations. On July 29, 2020, the EPA published a final rule again revising the date that certain CCR impoundments must cease accepting waste and initiate closure to April 11, 2021. The final rule allowed for an extension of the closure deadline based on meeting identified site-specific criteria. On November 30, 2020, AE Supply submitted a closure deadline extension request to the EPA seeking to extend the cease accepting waste date for the McElroy's Run CCR impoundment facility to October 2024, which request was withdrawn by AE Supply on July 9, 2024, prior to the completion of the technical review by the EPA. As of May 31, 2024, AE Supply ceased accepting waste at the McElroy's Run CCR impoundment facility from Pleasants Power Station. As of September 30, 2024, AE Supply continues to operate the dry landfill adjacent to McElroy's Run as a disposal facility for Pleasants Power Station. AE Supply continues to evaluate closure options for McElroy's Run, including the potential transfer of the site and remediation obligations to a third-party, as well as other interpretation changes to its closure plans. As a result, during the second quarter of 2024, AE Supply reviewed its ARO and future expected costs to remediate McElroy's Run and the adjacent dry landfill, resulting in an increase to the ARO liability and corresponding increase to "Other operating expense" of $87 million, which is further described above in Note 8, "Asset Retirement Obligations."

On May 8, 2024, the EPA finalized changes to the CCR regulations addressing inactive surface impoundments at inactive electric utilities, known as legacy CCR surface impoundments. The rule extends 2015 CCR Rule requirements for groundwater monitoring and protection, operational and reporting procedures as well as closure requirements to impoundments and landfills that were not originally included for coverage by the 2015 CCR Rule. Furthermore, the EPA's interpretations of the EPA CCR regulations continue to evolve through enforcement and other regulatory actions. FirstEnergy is currently assessing the potential impacts of the final rule, including a review of additional sites to which the new rule might be applicable. Depending on the outcome of appeals and the ultimate implementation of the final rule, compliance with these standards could require remedial actions, including removal of coal ash. See Note 8, "Asset Retirement Obligations," above for a description of the $125 million increase to its ARO FirstEnergy recorded during the second quarter of 2024 as a result of its analysis. During the third quarter of

2024, FirstEnergy determined that an additional site became applicable under the CCR rules, which resulted in a $25 million increase to the ARO, with a corresponding increase to the asset retirement cost.

FE or its subsidiaries have been named as potentially responsible parties at waste disposal sites, which may require cleanup under the CERCLA. Allegations of disposal of hazardous substances at historical sites and the liability involved are often unsubstantiated and subject to dispute; however, federal law provides that all potentially responsible parties for a particular site may be liable on a joint and several basis. Environmental liabilities that are considered probable have been recognized on FirstEnergy's Consolidated Balance Sheets as of September 30, 2024 based on estimates of the total costs of cleanup, FirstEnergy's proportionate responsibility for such costs and the financial ability of other unaffiliated entities to pay. Total liabilities of approximately $96 million have been accrued through September 30, 2024, of which approximately $69 million are for environmental remediation of former MGP and gas holder facilities in New Jersey, which are being recovered by JCP&L through a non-bypassable societal benefits charge. FE or its subsidiaries could be found potentially responsible for additional amounts or additional sites, but the loss or range of losses cannot be determined or reasonably estimated at this time.

OTHER LEGAL PROCEEDINGS

United States v. Larry Householder, et al.

On July 21, 2020, a complaint and supporting affidavit containing federal criminal allegations were unsealed against the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. In March 2023, a jury found Mr. Householder and his co-defendant, Matthew Borges, guilty and in June 2023, the two were sentenced to prison for 20 and five years, respectively. Messrs. Householder and Borges have appealed their sentences. Also, on July 21, 2020, and in connection with the U.S. Attorney's Office's investigation, FirstEnergy received subpoenas for records from the U.S. Attorney's Office for the Southern District Ohio. FirstEnergy was not aware of the criminal allegations, affidavit or subpoenas before July 21, 2020.

On July 21, 2021, FE entered into a three-year DPA with the U.S. Attorney's Office that, subject to court proceedings, resolves this matter. Under the DPA, FE has agreed to the filing of a criminal information charging FE with one count of conspiracy to commit honest services wire fraud. The DPA requires that FirstEnergy, among other obligations: (i) continue to cooperate with the U.S. Attorney's Office in all matters relating to the conduct described in the DPA and other conduct under investigation by the U.S. government; (ii) pay a criminal monetary penalty totaling $230 million within sixty days, which shall consist of (x) $115 million paid by FE to the United States Treasury and (y) $115 million paid by FE to the ODSA to fund certain assistance programs, as determined by the ODSA, for the benefit of low-income Ohio electric utility customers; (iii) publish a list of all payments made in 2021 to either 501(c)(4) entities or to entities known by FirstEnergy to be operating for the benefit of a public official, either directly or indirectly, and update the same on a quarterly basis during the term of the DPA; (iv) issue a public statement, as dictated in the DPA, regarding FE's use of 501(c)(4) entities; and (v) continue to implement and review its compliance and ethics program, internal controls, policies and procedures designed, implemented and enforced to prevent and detect violations of the U.S. laws throughout its operations, and to take certain related remedial measures. The $230 million payment will neither be recovered in rates or charged to FirstEnergy customers, nor will FirstEnergy seek any tax deduction related to such payment. The entire amount of the monetary penalty was recognized as expense in the second quarter of 2021 and paid in the third quarter of 2021. As of July 22, 2024, FirstEnergy had successfully completed the obligations required within the three-year term of the DPA. Under the DPA, FirstEnergy has an obligation to continue (i) publishing quarterly a list of all payments to 501(c)(4) entities and all payments to entities known by FirstEnergy operating for the benefit of a public official, either directly or indirectly; (ii) not making any statements that contradict the DPA; (iii) notifying the U.S. Attorney's Office of any changes in FirstEnergy's corporate form; and (iv) cooperating with the U.S. Attorney's Office until the conclusion of any related investigation, criminal prosecution, and civil proceeding brought by the U.S. Attorney's Office. Within 30 days of those matters concluding, and FirstEnergy's successful completion of its remaining obligations, the U.S. Attorney's Office will dismiss the criminal information.

Legal Proceedings Relating to United States v. Larry Householder, et al.

On August 10, 2020, the SEC, through its Division of Enforcement, issued an order directing an investigation of possible securities laws violations by FE, and on September 1, 2020, issued subpoenas to FE and certain FE officers relating to the conduct described in the DPA. On April 28, 2021, July 11, 2022, and May 25, 2023, the SEC issued additional subpoenas to FE, with which FE has complied. FirstEnergy cooperated fully with the SEC investigation, and on September 12, 2024, the SEC issued a settlement order that concluded and resolved the investigation in its entirety. Under the terms of the settlement, FE agreed to pay a civil penalty of $100 million and to cease and desist from committing or causing any violations and any future violations of specified provisions of the federal securities laws and rules promulgated thereunder. The civil penalty was paid on September 25, 2024. FE previously recognized a loss contingency of $100 million in the second quarter of 2024 at Corporate/Other for segment reporting.

On June 29, 2023, the OOCIC served FE a subpoena, seeking information relating to the conduct described in the DPA. FirstEnergy was not aware of the OOCIC's investigation prior to receiving the subpoena and understood that the OOCIC's investigation was also focused on the conduct described in the DPA, other than with respect to the March 25, 2024, felony indictment of Mr. Householder brought in Cuyahoga County, Ohio. FirstEnergy is cooperating with the OOCIC in its investigation.

On February 12, 2024, and in connection with the OOCIC's ongoing investigation, an indictment by a grand jury of Summit County, Ohio was unsealed against the now-deceased, former chairman of the PUCO, and two former FirstEnergy senior officers, Charles E. Jones, and Michael J. Dowling, charging each of them with several felony counts, including bribery, telecommunications fraud, money laundering and aggravated theft, related to payments described in the DPA. On August 12, 2024, FirstEnergy entered into a settlement with the OOCIC, the Ohio Attorney General's Office, and the Summit County Prosecutor's Office to resolve both the investigation and State of Ohio ex rel. Dave Yost, Ohio Attorney General v. FirstEnergy Corp., et al. and City of Cincinnati and City of Columbus v. FirstEnergy Corp., noted below. The settlement includes, among other things, a non-prosecution agreement and a payment of $19.5 million by FE, which was recorded as a loss contingency in the second quarter of 2024 at Corporate/Other for segment reporting. The settlement payment was paid on August 16, 2024.

In addition to the subpoenas referenced above under "United States v. Larry Householder, et. al." and the SEC investigation, certain FE stockholders and FirstEnergy customers filed several lawsuits against FirstEnergy and certain current and former directors, officers and other employees, and the complaints in each of these suits is related to allegations in the complaint and supporting affidavit relating to HB 6 and the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. The plaintiffs in each of the below cases seek, among other things, to recover an unspecified amount of damages (unless otherwise noted). Unless otherwise indicated, no contingency has been reflected in FirstEnergy's consolidated financial statements with respect to these lawsuits as a loss is neither probable, nor is a loss or range of a loss reasonably estimable.

- *In re FirstEnergy Corp. Securities Litigation* (S.D. Ohio); on July 28, 2020 and August 21, 2020, purported stockholders of FE filed putative class action lawsuits alleging violations of the federal securities laws. Those actions have been consolidated and a lead plaintiff, the Los Angeles County Employees Retirement Association, has been appointed by the court. A consolidated complaint was filed on February 26, 2021. The consolidated complaint alleges, on behalf of a proposed class of persons who purchased FE securities between February 21, 2017 and July 21, 2020, that FE and certain current or former FE officers violated Sections 10(b) and 20(a) of the Exchange Act by issuing misrepresentations or omissions concerning FE's business and results of operations. The consolidated complaint also alleges that FE, certain current or former FE officers and directors, and a group of underwriters violated Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 as a result of alleged misrepresentations or omissions in connection with offerings of senior notes by FE in February and June 2020. On March 30, 2023, the court granted plaintiffs' motion for class certification. On April 14, 2023, FE filed a petition in the U.S. Court of Appeals for the Sixth Circuit seeking to appeal that order; the Sixth Circuit granted FE's petition on November 16, 2023, and heard oral argument on July 17, 2024. On November 30, 2023, FE filed a motion with the S.D. Ohio to stay all proceedings pending that circuit court appeal. Discovery was stayed during the pendency of that motion to stay all proceedings and on August 20, 2024, the S.D. Ohio denied FE's motion and lifted the stay as to fact discovery. On July 29, 2024, FE filed in the U.S. Court of Appeals for the Sixth Circuit a Petition for Writ of Mandamus asking the Sixth Circuit to direct the district court to deny plaintiffs' motion to compel disclosure of FE's privileged internal investigation materials. On September 11, 2024, FE filed in the U.S. Court of Appeals for the Sixth Circuit a motion to stay discovery of the privileged internal investigation materials pending resolution of the Petition for Writ of Mandamus. FE believes that it is probable that it will incur a loss in connection with the resolution of this lawsuit. Given the ongoing nature and complexity of such litigation, FE cannot yet reasonably estimate a loss or range of loss.
- *MFS Series Trust I, et al. v. FirstEnergy Corp., et al. and Brighthouse Funds II – MFS Value Portfolio, et al. v. FirstEnergy Corp., et al.* (S.D. Ohio); on December 17, 2021 and February 21, 2022, purported stockholders of FE filed complaints against FE, certain current and former officers, and certain current and former officers of EH. The complaints allege that the defendants violated Sections 10(b) and 20(a) of the Exchange Act by issuing alleged misrepresentations or omissions regarding FE's business and its results of operations, and seek the same relief as the *In re FirstEnergy Corp. Securities Litigation* described above. FE believes that it is probable that it will incur losses in connection with the resolution of these lawsuits. Given the ongoing nature and complexity of such litigation, FE cannot yet reasonably estimate a loss or range of loss.
- *State of Ohio ex rel. Dave Yost, Ohio Attorney General v. FirstEnergy Corp., et al. and City of Cincinnati and City of Columbus v. FirstEnergy Corp.* (Common Pleas Court, Franklin County, OH, all actions have been consolidated); on September 23, 2020 and October 27, 2020, the OAG and the cities of Cincinnati and Columbus, respectively, filed complaints against several parties including FE, each alleging civil violations of the Ohio Corrupt Activity Act and related claims in connection with the passage of HB 6. On January 13, 2021, the OAG filed a motion for a temporary restraining order and preliminary injunction against FirstEnergy seeking to enjoin FirstEnergy from collecting the Ohio Companies' decoupling rider. On January 31, 2021, FE reached a partial settlement with the OAG and the cities of Cincinnati and Columbus with respect to the temporary restraining order and preliminary injunction request and related issues. In connection with the partial settlement, the Ohio Companies filed an application on February 1, 2021, with the PUCO to set their respective decoupling riders (Conservation Support Rider) to zero. On February 2, 2021, the PUCO approved the application of the Ohio Companies setting the rider to zero, and no additional customer bills will include new decoupling rider charges after February 8, 2021. On August 13, 2021, new defendants were added to the complaint, including two former officers of FirstEnergy. On December 2, 2021, the cities and FE entered a stipulated dismissal with prejudice of the cities' suit. This matter was stayed through a criminal trial in *United States v. Larry Householder, et al*. described above, but resumed pursuant to an order, dated March 15, 2023. On July 31, 2023, FE and other defendants filed motions to dismiss in part the OAG's amended complaint, which the OAG opposed. On February 16, 2024, the OAG moved to stay discovery in the case in light of the February 9, 2024, indictments against defendants in this action,

which the court granted on March 14, 2024. As described above, FE reached a settlement with the OAG of this civil action and the OOCIC investigation, which resolves this civil action. FE recognized a loss contingency of $19.5 million in the second quarter of 2024, which was paid on August 16, 2024.

On February 9, 2022, FE, acting through the SLC, agreed to a settlement term sheet to resolve the following shareholder derivative lawsuits relating to HB 6 and the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder that were filed in the S.D. Ohio, the N.D. Ohio, and the Ohio Court of Common Pleas, Summit County:

- *Gendrich v. Anderson, et al. and Sloan v. Anderson, et al.* (Common Pleas Court, Summit County, Ohio, all actions have been consolidated); on July 26, 2020 and July 31, 2020, respectively, purported stockholders of FE filed shareholder derivative action lawsuits against certain current and former FE directors and officers, alleging, among other things, breaches of fiduciary duty. On August 30, 2022, the parties filed a joint motion to dismiss the state court action, which the court granted on September 2, 2022.
- *Miller v. Anderson, et al.* (N.D. Ohio); on August 7, 2020, purported stockholders of FE filed shareholder derivative actions alleging the then FE Board and officers breached their fiduciary duties and committed violations of Section 14(a) of the Exchange Act. On August 24, 2022, the parties filed a joint motion to dismiss the action pending in the N.D. Ohio based upon the approval of the settlement by the S.D. Ohio, which was granted on May 17, 2024.
- *Bloom, et al. v. Anderson, et al.; Employees Retirement System of the City of St. Louis v. Jones, et al.; Electrical Workers Pension Fund, Local 103, I.B.E.W. v. Anderson et al.; Massachusetts Laborers Pension Fund v. Anderson et al.; The City of Philadelphia Board of Pensions and Retirement v. Anderson et al.; Atherton v. Dowling et al.; Behar v. Anderson, et al.* (S.D. Ohio, all actions have been consolidated); on September 1, 2020, purported stockholders of FE filed shareholder derivative actions alleging the then FE Board and officers breached their fiduciary duties and committed violations of Section 14(a) of the Exchange Act. On March 11, 2022, the parties executed a stipulation and agreement of settlement, and filed a motion the same day requesting preliminary settlement approval in the S.D. Ohio, which the S.D. Ohio granted on May 9, 2022. Subsequently, following a hearing on August 4, 2022, the S.D. Ohio granted final approval of the settlement on August 23, 2022, which was appealed by a purported FE stockholder on June 15, 2023. The U.S. Court of Appeals for the Sixth Circuit affirmed the district court's final settlement approval. All appeal options were exhausted on May 16, 2024.

The above settlement included a series of corporate governance enhancements and a payment to FE of $180 million, less approximately $36 million in court-ordered attorney's fees awarded to plaintiffs, and a $7 million net return on deposited funds, which was received in the second quarter of 2024. The judgment and settlement are final and, therefore, the derivative lawsuits are now fully resolved.

The outcome of any of these lawsuits, governmental investigations and audit is uncertain and could have a material adverse effect on FE's or its subsidiaries' reputation, business, financial condition, results of operations, liquidity, and cash flows.

Other Legal Matters

There are various lawsuits, claims (including claims for asbestos exposure) and proceedings related to FirstEnergy's normal business operations pending against FE or its subsidiaries. The loss or range of loss in these matters is not expected to be material to FE or its subsidiaries. The other potentially material items not otherwise discussed above are described under Note 9, "Regulatory Matters."

FirstEnergy accrues legal liabilities only when it concludes that it is probable that it has an obligation for such costs and can reasonably estimate the amount of such costs. In cases where FirstEnergy determines that it is not probable, but reasonably possible that it has a material obligation, it discloses such obligations and the possible loss or range of loss if such estimate can be made. If it were ultimately determined that FE or its subsidiaries have legal liability or are otherwise made subject to liability based on any of the matters referenced above, it could have a material adverse effect on FE's or its subsidiaries' financial condition, results of operations, and cash flows.

11. SEGMENT INFORMATION

On January 1, 2024, FirstEnergy changed its reportable segments as follows, and continues to evaluate segment performance based on earnings attributable to FE from continuing operations:

- Distribution Segment, which consists of the Ohio Companies and FE PA;
- Integrated Segment, which consists of MP, PE and JCP&L; and
- Stand-Alone Transmission Segment, which consists of FE's ownership in FET and KATCo.

FE and its subsidiaries are principally involved in the transmission, distribution and generation of electricity through its reportable segments: Distribution, Integrated and Stand-Alone Transmission.

The segment reporting structure was modified to increase transparency for leadership and investors, simplify the presentation to corresponding legal entities, and align FirstEnergy's earnings, cash flows and balance sheets at the business unit level. In accordance with GAAP, the modification to the segments in the first quarter of 2024 resulted in a transfer of goodwill between the segments based on the relative fair value of the reporting units, and as such, the segment goodwill balances do not necessarily represent the goodwill balances of the specific legal entities within the segments. The external segment reporting is consistent with the internal financial reports used by FirstEnergy's Chief Executive Officer (its CODM) to regularly assess performance of the business and allocate resources. Disclosures for FirstEnergy's reportable operating segments for 2023 have been reclassified to conform to the current presentation reflecting the new reportable segments.

The **Distribution** segment, which consists of the Ohio Companies and FE PA, representing $10.9 billion in 2023 rate base, distributes electricity through FirstEnergy's electric operating companies in Ohio and Pennsylvania. The Distribution segment serves approximately 4.2 million customers in Ohio and Pennsylvania across its distribution footprint and purchases power for its provider of last resort, SOS, standard service offer and default service requirements. The segment's results reflect the costs of securing and delivering electric generation to customers, including the deferral and amortization of certain costs.

The **Integrated** segment includes the distribution and transmission operations under JCP&L, MP and PE, as well as MP's regulated generation operations, representing $8.7 billion in 2023 rate base. The Integrated segment distributes electricity to approximately two million customers in New Jersey, West Virginia and Maryland across its distribution footprint; provides transmission infrastructure in New Jersey, West Virginia, Maryland and Virginia to transmit electricity and operates 3,604 MWs of regulated net maximum generation capacity located primarily in West Virginia and Virginia. The segment will also include MP and PE's 50 MWs of solar generation at five sites in West Virginia once complete. The first two solar generation sites were completed and placed in-service in January and September 2024, representing 24 MWs of net maximum generation capacity. Construction of the remaining three sites is expected to be completed no later than the end of 2025. The remaining three sites are expected to provide 26 MWs of net maximum generation capacity.

The **Stand-Alone Transmission** segment, which consists of FE's ownership in FET and KATCo, representing $7.7 billion in 2023 rate base, includes transmission infrastructure owned and operated by the Transmission Companies and used to transmit electricity. The segment's revenues are primarily derived from forward-looking formula rates, pursuant to which the revenue requirement is updated annually based on a projected rate base and projected costs, which is subject to an annual true-up based on actual rate base and costs. The segment's results also reflect the net transmission expenses related to the delivery of electricity on FirstEnergy's transmission facilities. KATCo, which was a subsidiary of FET, became a wholly owned subsidiary of FE prior to the closing of the FET P&SA I and remains in the Stand-Alone Transmission segment. On January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo and for comparability, prior year results in the Stand-Alone Transmission segment reflects the earnings and results of those WP transmission assets.

Corporate/Other reflects corporate support and other costs not charged or attributable to the Electric Companies or Transmission Companies, including FE's retained pension and OPEB assets and liabilities of former subsidiaries, interest expense on FE's holding company debt and other investments or businesses that do not constitute an operating segment, including FEV's investment of 33-1/3% equity ownership in Global Holding. Reconciling adjustments for the elimination of inter-segment transactions are shown separately in the following table of Segment Financial Information. Also included in Corporate/Other for segment reporting is 67 MWs of net maximum generation capacity, representing AE Supply's OVEC capacity entitlement. As of September 30, 2024, Corporate/Other had approximately $6.1 billion of FE's holding company debt.

Financial information for FirstEnergy's reportable segments and reconciliations to consolidated amounts is presented below:

(In millions) For the Three Months Ended	Distribution	Integrated	Stand-Alone Transmission	Total Reportable Segments	Corporate/ Other	Reconciling Adjustments	FirstEnergy Consolidated
September 30, 2024							
External revenues	$ 1,806	$ 1,451	$ 470	$ 3,727	$ 2	$ —	$ 3,729
Internal revenues	11	1	5	17	—	(17)	—
Total revenues	$ 1,817	$ 1,452	$ 475	$ 3,744	$ 2	$ (17)	$ 3,729
Depreciation	163	132	84	379	21	—	400
Amortization (deferral) of regulatory assets, net	(55)	20	2	(33)	—	—	(33)
Equity method investment earnings	—	—	—	—	21	—	21
Interest expense	106	62	70	238	80	(42)	276
Income taxes (benefits)	34	36	40	110	(16)	—	94
Earnings (losses) attributable to FE from continuing operations	193	197	72	462	(43)	—	419
Cash Flows from Investing Activities:							
Capital investments	$ 289	$ 382	$ 299	$ 970	$ 34	$ —	$ 1,004
September 30, 2023							
External revenues	$ 1,786	$ 1,266	$ 434	$ 3,486	$ 1	$ —	$ 3,487
Internal revenues	9	—	5	14	—	(14)	—
Total revenues	$ 1,795	$ 1,266	$ 439	$ 3,500	$ 1	$ (14)	$ 3,487
Depreciation	155	116	77	348	18	—	366
Amortization (deferral) of regulatory assets, net	(124)	(17)	1	(140)	—	—	(140)
Equity method investment earnings	—	—	—	—	43	—	43
Interest expense	100	67	62	229	87	(27)	289
Income taxes (benefits)	46	12	33	91	(62)	—	29
Earnings attributable to FE from continuing operations	175	145	100	420	1	—	421
Cash Flows from Investing Activities:							
Capital investments	$ 233	$ 312	$ 289	$ 834	$ 14	$ —	$ 848
For the Nine Months Ended							
September 30, 2024							
External revenues	$ 5,202	$ 3,721	$ 1,367	$ 10,290	$ 6	$ —	$ 10,296
Internal revenues	30	4	14	48	—	(48)	—
Total revenues	$ 5,232	$ 3,725	$ 1,381	$ 10,338	$ 6	$ (48)	$ 10,296
Depreciation	486	386	249	1,121	57	—	1,178
Amortization (deferral) of regulatory assets, net	(152)	(58)	5	(205)	—	—	(205)
Equity method investment earnings	—	—	—	—	64	—	64
Interest expense	331	198	201	730	281	(145)	866
Income taxes (benefits)	96	107	141	344	(50)	—	294
Earnings (losses) attributable to FE from continuing operations	$ 426	$ 387	$ 237	$ 1,050	$ (333)	$ —	$ 717
Cash Flows from Investing Activities:							
Capital investments	$ 758	$ 1,045	$ 875	$ 2,678	$ 58	$ —	$ 2,736
September 30, 2023							
External revenues	$ 5,209	$ 3,247	$ 1,262	$ 9,718	$ 6	$ —	$ 9,724
Internal revenues	30	3	13	46	—	(46)	—
Total revenues	$ 5,239	$ 3,250	$ 1,275	$ 9,764	$ 6	$ (46)	$ 9,724
Depreciation	464	343	226	1,033	55	—	1,088
Amortization (deferral) of regulatory assets, net	(174)	(85)	6	(253)	—	—	(253)

Equity method investment earnings		—		—		—		—		134		—		134
Interest expense		290		187		179		656		248		(76)		828
Income taxes (benefits)		122		43		102		267		(74)		—		193
Earnings (losses) attributable to FE from continuing operations	$	506	$	290	$	301	$	1,097	$	(149)	$	—	$	948
Cash Flows from Investing Activities:														
Capital investments	$	662	$	824	$	747	$	2,233	$	33	$	—	$	2,266
As of September 30, 2024														
Total assets	$	19,795	$	18,082	$	13,363	$	51,240	$	1,879	$	(2,363)	$	50,756
Total goodwill[(1)]	$	3,222	$	1,953	$	443	$	5,618	$	—	$	—	$	5,618
As of December 31, 2023														
Total assets	$	19,235	$	17,466	$	12,142	$	48,843	$	2,372	$	(2,448)	$	48,767
Total goodwill[(1)]	$	3,222	$	1,953	$	443	$	5,618	$	—	$	—	$	5,618

[(1)] In accordance with GAAP, the modification to the segments in the first quarter of 2024, as discussed above, resulted in a transfer of goodwill between the segments based on the relative fair value of the reporting units, and as such, the segment goodwill balances do not necessarily represent the goodwill balances of the specific legal entities within the segments.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

FIRSTENERGY CORP.
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

EXECUTIVE SUMMARY AND RECENT DEVELOPMENTS

Company Overview

FirstEnergy is dedicated to integrity, safety, reliability and operational excellence and is principally involved in the transmission, distribution and generation of electricity through its reportable segments: Distribution, Integrated and Stand-Alone Transmission. Its electric distribution companies form one of the nation's largest investor-owned electric systems, serving over six million customers in Ohio, Pennsylvania, New Jersey, West Virginia, Maryland and New York. FirstEnergy's transmission subsidiaries operate more than 24,000 miles of transmission lines that connect the Midwest and Mid-Atlantic regions and two regional transmission operation centers. AGC and MP control 3,604 MWs of net maximum generation capacity.

PA Consolidation

On January 1, 2024, FirstEnergy consolidated the Pennsylvania Companies into FE PA, including OE subsidiary Penn, rendering FE PA a new, single operating entity and the successor-in-interest to all assets and liabilities of the Pennsylvania Companies. As of January 1, 2024, FE PA is FE's only regulated distribution power company in Pennsylvania encompassing the operations previously conducted individually by the Pennsylvania Companies. FE PA serves an area with a population of approximately 4.5 million and operates under the rate districts of the former Pennsylvania Companies. FirstEnergy continues to evaluate the legal, financial, operational and branding benefits of consolidating the Ohio Companies into a single Ohio power company.

Also on January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo, and PN and ME contributed their respective Class B equity interests of MAIT to FE, which were ultimately contributed to FET in exchange for a special purpose membership interest in FET. So long as FE holds the FET special purpose membership interests, it will receive 100% of any Class B distributions made by MAIT.

Segment Change

During the first quarter of 2024, FirstEnergy's segment reporting structure was modified to increase transparency for leadership and investors, simplify the presentation to corresponding legal entities, and align FirstEnergy's earnings, cash flows and balance sheets at the business unit level. FirstEnergy's reportable segments are as follows:

The **Distribution** segment, which consists of the Ohio Companies and FE PA, representing $10.9 billion in 2023 rate base, distributes electricity through FirstEnergy's electric operating companies in Ohio and Pennsylvania. The Distribution segment serves approximately 4.2 million customers in Ohio and Pennsylvania across its distribution footprint and purchases power for its provider of last resort, SOS, standard service offer and default service requirements. The segment's results reflect the costs of securing and delivering electric generation to customers, including the deferral and amortization of certain costs.

The **Integrated** segment includes the distribution and transmission operations under JCP&L, MP and PE, as well as MP's regulated generation operations, representing $8.7 billion in 2023 rate base. The Integrated segment distributes electricity to approximately two million customers in New Jersey, West Virginia and Maryland across its distribution footprint; provides transmission infrastructure in New Jersey, West Virginia, Maryland and Virginia to transmit electricity and operates 3,604 MWs of regulated net maximum generation capacity located primarily in West Virginia and Virginia. The segment will also include MP and PE's 50 MWs of solar generation at five sites in West Virginia once complete. The first two solar generation sites were completed and placed in-service in January and September 2024, representing 24 MWs of net maximum generation capacity. Construction of the remaining three sites is expected to be completed no later than the end of 2025. The remaining three sites are expected to provide 26 MWs of net maximum generation capacity.

The **Stand-Alone Transmission** segment, which consists of FE's ownership in FET and KATCo, representing $7.7 billion in 2023 rate base, includes transmission infrastructure owned and operated by the Transmission Companies and used to transmit electricity. The segment's revenues are primarily derived from forward-looking formula rates, pursuant to which the revenue requirement is updated annually based on a projected rate base and projected costs, which is subject to an annual true-up based on actual rate base and costs. The segment's results also reflect the net transmission expenses related to the delivery of electricity on FirstEnergy's transmission facilities.

Corporate/Other reflects corporate support and other costs not charged or attributable to the Electric Companies or Transmission Companies, including FE's retained pension and OPEB assets and liabilities of former subsidiaries, interest expense on FE's holding company debt and other investments or businesses that do not constitute an operating segment, including FEV's investment of 33-1/3% equity ownership in Global Holding. Additionally, reconciling adjustments for the elimination of inter-segment transactions are included in Corporate/Other. Also included in Corporate/Other for segment reporting

is 67 MWs of net maximum generation capacity, representing AE Supply's OVEC capacity entitlement. As of September 30, 2024, Corporate/Other had approximately $6.1 billion of FE's holding company debt.

FirstEnergy believes that this segment reporting serves to provide:

- Greater transparency into our business unit performance;
- Alignment with our cash flow, credit metrics, balance sheet and earnings to the companies comprising each segment;
- Simplification of our segment reporting so that each entire entity resides within a segment; and
- Consistency with peers.

FET Equity Interest Sale

On February 2, 2023, FE, along with FET, entered into the FET P&SA II with Brookfield and the Brookfield Guarantors, pursuant to which FE agreed to sell to Brookfield at the closing, and Brookfield agreed to purchase from FE, an incremental 30% equity interest in FET for a purchase price of $3.5 billion. The FET Equity Interest Sale closed on March 25, 2024 and FET continues to be consolidated in FirstEnergy's financial statements. The purchase price was paid in part by the issuance of two promissory notes at closing having an aggregate principal amount of $1.2 billion with: (i) one promissory note having an aggregate principal amount of $750 million, at an interest rate of 5.75% per annum, with a maturity date of September 25, 2025 and (ii) one promissory note having an aggregate principal amount of $450 million, at an interest rate of 7.75% per annum, with a maturity date of December 31, 2024. The remaining $2.3 billion of the purchase price was paid in cash at closing. On July 17, 2024, Brookfield paid FE approximately $1.2 billion in full satisfaction of the promissory notes**.** Interest income associated with the promissory notes was $24 million for the nine months ended September 30, 2024 and is reported within "Miscellaneous income, net" on FirstEnergy's Consolidated Statements of Income. As a result of the consummation of the transaction, Brookfield's interest in FET increased from 19.9% to 49.9%, while FE retained the remaining 50.1% ownership interests of FET.

Asset Retirement Obligations

On May 8, 2024, the EPA finalized changes to the CCR regulations addressing inactive surface impoundments at inactive electric utilities, known as legacy CCR surface impoundments. The rule extends 2015 CCR rule requirements for groundwater monitoring and protection procedures, operational and reporting procedures as well as closure requirements for impoundments and landfills that were not originally included for coverage by the 2015 CCR rule. In anticipation of such expenditures, FirstEnergy performed a preliminary assessment of former CCR disposal sites and calculated an initial estimate applying historical experience in remediating comparable sites. As a result, FirstEnergy recorded a $125 million increase to its ARO during the second quarter of 2024, of which $120 million is included in "Other operating expenses" on the Consolidated Statements of Income and was not capitalized as an asset retirement cost since the associated plants do not have future cash flows. During the third quarter of 2024, FirstEnergy determined that an additional site became applicable under the CCR rules, which resulted in a $25 million increase to the ARO, with a corresponding increase to the asset retirement cost.

In addition, on November 30, 2020, AE Supply submitted a closure deadline extension request to the EPA seeking to extend the cease accepting waste date for the McElroy's Run CCR impoundment facility to October 2024, which request was withdrawn by AE Supply on July 9, 2024, prior to the completion of the technical review by the EPA. As of May 31, 2024, AE Supply ceased accepting waste at the McElroy's Run CCR impoundment facility from Pleasants Power Station. As of September 30, 2024, AE Supply continues to operate the dry landfill adjacent to McElroy's Run as a disposal facility for Pleasants Power Station. AE Supply continues to evaluate closure options for McElroy's Run, including the potential transfer of the site and remediation obligations to a third-party, as well as other interpretation changes to its closure plans. As a result, during the second quarter of 2024, AE Supply reviewed its ARO and future expected costs to remediate McElroy's Run and the adjacent dry landfill, resulting in an increase to the ARO liability and corresponding increase to Other Operating expense of $87 million, which is further described above in Note 8, "Asset Retirement Obligations."

Our Strategy

Powered by its employees and guided by its experienced leadership team and engaged FE Board, FirstEnergy is accelerating its transformation into a premier electric company. The FE Board and FirstEnergy's executive management team are aligned behind a business model grounded in investing, operating, recovering costs and financing our regulated electric company operations. This business model aims to create a "virtuous cycle" that in turn serves to improve reliability and the customer experience, grow rate base, engage employees, improve returns and maintain a strong balance sheet. Along with an unwavering commitment to ethics and integrity, performance excellence and continuous improvement, FirstEnergy anticipates that strong execution of this model will help achieve its strategic objectives and deliver value to its investors.

With a diversified asset mix, improved balance sheet and a strong affordability position, FirstEnergy is well positioned to significantly enhance the customer experience and provide value to its investors.

Invest

FirstEnergy invests in its regulated operations to improve reliability and the customer experience, and in its people to attract, retain and develop talented, diverse and engaged employees to carry out its mission. It aims to do so through Energize365.

A robust plan for customer-focused growth, Energize365 is the centerpiece of FirstEnergy's regulated distribution and transmission capital investment strategy that aims to utilize all investments to support our EESG and strategic priorities including clean energy, improving grid reliability and resiliency, and supports the clean energy transition. Through the Energize365 program, FirstEnergy expects to spend approximately $26 billion in system-wide capital investments from 2024 through 2028. FirstEnergy expects that these investments will comprise the Distribution segment (29%), the Integrated segment (39%), and the Stand-Alone Transmission segment (32%), focusing on the following:

- Energy Transition: FirstEnergy expects to make Distribution and Transmission investments in order to support improvements in grid reliability and resiliency and support interconnection of renewable sources, including through:
    - Clean Energy: West Virginia solar generation, energy efficiency, electric vehicle infrastructure and energy storage;
    - Grid Modernization: Programs to drive system resiliency through automation technology and communication, including Ohio's phases one and two of the Ohio Companies' distribution grid modernization plans, Pennsylvania's LTIIP, New Jersey's EnergizeNJ, and implementing advanced metering infrastructure.
    - Transmission:
        - Operational Flexibility Projects that build capacity and support the evolving grid such as interconnection of New Jersey offshore wind and data center load;
        - Enhance system performance by implementing new designs and technologies to reduce load at risk; and
        - Upgrade system conditions that enhance reliability.

- Infrastructure Renewal: Base distribution projects to address aging infrastructure.

- Generation Maintenance: Projects to maintain operations of fossil fuel plants and remain compliant with environmental regulations through the end of their useful life.

- FirstEnergy believes there is a continued long-term pipeline of investment opportunities for its existing distribution and transmission infrastructure beyond those identified through 2028, which are expected to strengthen grid and cyber security and make the transmission system more reliable, robust, secure and resistant to extreme weather events, with improved operational flexibility.

- On July 26, 2024, FE, Virginia Electric and Power Company, a subsidiary of Dominion Energy, Inc. and Transource Energy, LLC, a subsidiary of American Electric Power, Inc. entered into a joint proposal agreement in connection with PJM's Regional Transmission Expansion Plan Open Window 1 process in September 2024. Pursuant to such joint proposal agreement, FE (through the subsidiaries of FET), Virginia Electric and Power Company and Transource Energy, LLC jointly proposed certain regional electric transmission projects for PJM's consideration during the Open Window process. PJM is expected to approve selected projects in the first quarter of 2025.

- Revitalizing its leadership team. During the second quarter of 2024, FirstEnergy appointed four executives to oversee the Ohio, Pennsylvania, New Jersey and Transmission operations. FirstEnergy anticipates naming an executive to oversee its combined West Virginia and Maryland operations in the near term. FirstEnergy continues to make progress in filling several key executive positions in an organization that will be structured to allow greater execution at the business unit level.

Operate

FirstEnergy will continue to engage its skilled, trained, talented and diverse team of employees to effectively implement its investment plans, seek opportunities for continuous improvement as it delivers safe, reliable and affordable electricity to our customers, and deliver value to its investors. It aims to do so through the following:

- *Enhancing the focus on the customer.* FirstEnergy is shifting more decision-making and accountability for our operations closer to our customers, regulators and employees doing the work. FirstEnergy's new operating structure is organized by: Ohio, Pennsylvania, New Jersey, West Virginia/Maryland and FirstEnergy's standalone Transmission properties. This structure will foster better execution at the business unit level.

- *Embracing a continuous improvement mindset.* FirstEnergy faced numerous financial headwinds in 2023, including weather and the impact of market conditions on its pension plan. Through a determined effort by its employees, FirstEnergy focused on the things within its control: managing costs, enhancing the customer experience and seeking opportunities for continuous improvement.

Recover

FirstEnergy is working to establish a track record of strong execution. Operating effectively leads to strong, predictable results and enhances credibility with our stakeholders. In turn, FirstEnergy builds supportive relationships with regulators, customers and intervenors in an effort to drive positive rate outcomes that support recovery of its investments.

In order to achieve important regulatory milestones, FirstEnergy has an active regulatory calendar to support its regulated growth strategy and address the critical investments that support reliability and a smarter and cleaner electric grid. This includes the following:

- On January 13, 2023, MP and PE filed a request with the WVPSC seeking approval of new depreciation rates for existing and future capital assets. On August 22, 2023, the parties filed a unanimous settlement of the case recommending a $33 million annual increase in depreciation expense, effective April 1, 2024, but deferred issues related to a change in the net energy metering credit. An order was issued on March 26, 2024 approving the settlement without modification.

- On March 16, 2023, JCP&L filed a base rate case in New Jersey, requesting a $185 million increase in base distribution revenues to support investments to strengthen the energy grid, enhance the customer experience and provide assistance to low-income and senior citizen customers. February 1, 2024, JCP&L, joined by various parties, filed a stipulated settlement with the NJBPU resolving JCP&L's request for a distribution base rate increase. The settlement, which was approved by the NJBPU on February 14, 2024, provides for an $85 million annual base distribution revenue increase for JCP&L, which became effective for customers on June 1, 2024.

- On April 5, 2023, the Ohio Companies sought approval from the PUCO for its ESP V. The proposed plan would maintain an eight-year term beginning June 1, 2024, and seeks to continue riders recovering costs associated with distribution infrastructure investments and approved grid modernization investments. ESP V additionally proposes new riders that would support reliability, and includes provisions supporting affordability and enhancing the customer experience. On May 15, 2024, the PUCO issued an order approving ESP V with modifications, which are described below in "Outlook - State Regulation - Ohio". On June 14, 2024, the Ohio Companies filed an Application for Rehearing, which was denied by operation of law as the PUCO did not rule on the applications for rehearing within 30 days of filing. Due to the risks and uncertainty resulting from the Ohio Companies' application for rehearing being denied by operation of law, on October 29, 2024, the Ohio Companies filed a notice of their intent to withdraw ESP V and proposed the terms under which they would resume operating under ESP IV. The Ohio Companies' application is subject to PUCO review and approval. The Ohio Companies expect to file an application with the PUCO for ESP VI by early next year in an effort to align with the ongoing base distribution rate case proceedings.

- On December 1, 2023, JCP&L filed a petition with the NJBPU requesting approval of its EE&C Plan II, which covers the January 1, 2025 through June 30, 2027 period and has a proposed budget of approximately $964 million. Public hearings were held on June 11, 2024, and the parties are currently engaged in settlement discussions. On July 1, 2024, the NJBPU suspended the procedural schedule. A final NJBPU decision and order was required no later than October 15, 2024, however, the parties submitted a stipulation to extend this deadline to October 31, 2024, which was approved on October 15, 2024. On October 18, 2024, the parties entered into and filed with the NJBPU a stipulation of settlement, wherein the parties agreed to a budget of $816.9 million for EE&C Plan II, including $784 million of investments that will earn a return on equity of 9.6%, with an equity ratio of 52%, and be recovered over 10 years. The NJBPU is expected to address this matter at its October 30, 2024 meeting.

- On November 9, 2023, JCP&L filed a petition for approval of its EnergizeNJ with the NJBPU that would, among other things, support grid modernization, system resiliency and substation modernization in technologies designed to provide enhanced customer benefits. On February 14, 2024, the NJBPU approved the stipulated settlement between JCP&L and various parties, resolving JCP&L's request for a distribution base rate increase. On February 27, 2024, as part of the stipulated settlement, JCP&L amended its pending EnergizeNJ petition following receipt of NJBPU approval of the base rate case settlement, to remove the high-priority circuits that are to be addressed in the first phase of its reliability improvement plan and to include the second phase of its reliability improvement plan that is expected to further address certain high-priority circuits that require additional upgrades. EnergizeNJ, if approved as amended, will result in the investment of approximately $930.5 million of total estimated costs over five years. JCP&L and various parties are engaged in settlement discussions with respect to the pending EnergizeNJ petition.

- On April 2, 2024, FE PA filed a base rate case with the PPUC seeking a net increase in base distribution revenues of approximately $502 million with a return on equity of 11.3% and capital structure of 46.2% debt and 53.8% equity, and reflects a roll-in of several current riders such as DSIC, Tax Act, and smart meter. Additionally, FE PA requests an enhanced ten year vegetation management program and recovery of certain incurred costs, including the impact of major storms, COVID-19, a program to convert streetlights to LEDs, and others. On September 13, 2024, FE PA and the active parties to the proceeding filed a joint settlement agreement requesting that the administrative law judges to approve FE PA's requested distribution base rate case increase subject to the terms and conditions of the settlement, which includes, among other things, an annual net revenue increase of $225 million. Other key components of the settlement agreement includes recovery of costs incurred for storms and COVID-19, additional cost recovery of ongoing storm costs, inspection and maintenance of overhead lines and transformers, and rate case expenses, as well as an enhanced vegetation management program. On October 15, 2024, the administrative law judges issued a decision recommending that the PPUC approve, without modification, the September 13, 2024 settlement agreement. The settlement agreement is pending PPUC approval. A PPUC decision is expected in December 2024, with new rates becoming effective in January 2025.

- On July 22, 2024, FE PA filed its application with the PPUC seeking approval for the next phase of its LTIIP program, which is expected to result in approximately $1.6 billion in investments, with approximately $1.4 billion of such investments going in service during the five-year period beginning January 1, 2025 and ending December 31, 2029.

- On April 12, 2024, the Ohio Companies and certain of the parties filed a stipulation that modified the Ohio Companies' application for phase two of its grid modernization plan. The stipulation, which is subject to PUCO approval, provides for the deployment of smart meters to the balance of the Ohio Companies' customers or approximately 1.4 million meters. Phase two of the distribution grid modernization plan, as modified by the stipulation would be completed over a four-year budget period with estimated capital investments of approximately $421 million. Evidentiary hearings began on June 5, 2024 and concluded on July 2, 2024.

- On May 31, 2024, the Ohio Companies filed their application for an increase in base distribution rates, based on a 2024 calendar year test period ending May 31, 2024. The Ohio Companies requested a net increase in base distribution revenues of approximately $94 million with a return on equity of 10.8% and capital structures of 44% debt and 56% equity for CEI, 46% debt and 54% equity for OE, and 45% debt and 55% equity for TE, and reflects a roll-in of current riders such as DCR and AMI. The net increase represents a 1.5% average residential monthly bill increase. Key components of the base rate case filing include a proposal to change pension and OPEB recovery to the delayed recognition method and to implement a mechanism to establish a regulatory asset (or liability) to recover (or refund) net differences between the amount of pension and OPEB expense requested in the proceeding and the actual annual amount each year using this method. Additionally, the Ohio Companies request recovery of certain incurred costs, including the impact of major storms, a program to convert streetlights to LEDs, and others. On June 14, 2024, the Ohio Companies filed supporting testimony and expect by the end of October 2024 to file an update with an adjusted net increase of base distribution revenues and incorporating matters in the rate case as directed by the PUCO's ESP V order. The Ohio Companies would expect to update their application for an increase in base distribution rates after the PUCO issues its order with respect to the Ohio Companies' withdrawal of ESP V.

Finance

With sound capital allocation, enhanced reliability and better regulatory outcomes, FirstEnergy represents a compelling investment and expects to finance the business at a lower cost of capital, allowing it to begin the virtuous cycle all over again at "Invest."

FirstEnergy aims to do this through a strengthened financial position. Since 2021, FirstEnergy has raised $7 billion in equity capital and issued $1.5 billion in convertible notes in May 2023 to significantly improve its balance sheet. The strength of FirstEnergy's balance sheet supports its plan to fund Energize365 investments through organic internal cash flows and electric company debt rather than incremental equity. FirstEnergy has also de-levered risk associated with its pension plan and optimized its financing plan to retain flexibility in an uncertain interest rate environment.

FirstEnergy also expects to continue returning value to shareholders. In March 2024, the FE Board declared a $0.015 per share increase to the quarterly common stock dividend payable June 1, 2024, to $0.425 per share, which represents an approximate 6% increase compared to dividends declared in 2023. Modest dividend growth is expected to enable enhanced shareholder returns, while still allowing for continued substantial regulated investments. Dividend payments are subject to declaration by the FE Board, and future dividend decisions determined by the FE Board may be impacted by earnings growth, credit metrics and other business conditions.

Climate Strategy

Our commitment to climate is a significant component of our company's overarching strategy, especially our desire to help enable the transition to a clean energy future. Executing our Climate Strategy requires addressing, among other things: emerging federal and state decarbonization goals; physical risks of climate change; industry trends and technology advancements; and customer expectations for cleaner energy, increased usage control, and more sustainable alternatives in transportation, manufacturing and industrial processes. Through our investment plan, we aim to enhance the resiliency, reliability and security of the electric system and support the integration of renewables, electric vehicles, grid modernization improvements and other emerging technologies.

As part of our Climate Strategy, we are committed to addressing company-wide emissions within our direct operational control, also known as Scope 1 emissions, across our transmission, distribution and regulated generation operations. With the climate, our business, and our stakeholders in mind, our Climate Strategy is two-fold:

- Reduce our company's Scope 1 GHG emissions and achieve carbon neutrality by 2050; and
- Support broader GHG reductions in our region by helping to enable the energy transition to a low-carbon future.

Currently, emissions from our West Virginia power stations – Fort Martin and Harrison – serve as the primary source of our Scope 1 emissions – representing approximately 99% of our overall GHG emissions as of December 31, 2023 – and greatly outnumber the emissions from our transmission and distribution operations. We have publicly stated through various filings with

the WVPSC that the end of useful life date is 2035 for Fort Martin and 2040 for Harrison. These dates are based on our assessment of when it is projected to no longer be cost effective and beneficial to customers to make the capital investments needed to keep these facilities operating effectively and in compliance with evolving environmental regulations, and are subject to our ongoing evaluation of finalized EPA rules relating to CCR regulations that are discussed elsewhere in this Form 10-Q. In 2025, FirstEnergy plans to submit an Integrated Resource Plan to the WVPSC that will include our analysis of market conditions and identify how we believe we can best fulfill our obligation to supply our generation customers with reliable and cost-effective energy through 2040 (a requirement every five years in the state of West Virginia).

In the near-term, we continue our focus on GHG reduction in our transmission and distribution businesses. These emissions are within our control, pervasive in every state across our footprint, and aligned with our long-term, forward-looking transmission and distribution strategy to enable the energy transition.

In addition to moving beyond our two coal-fired West Virginia power stations, key steps in working toward carbon neutrality by 2050 include:

- *Reducing sulfur hexafluoride emissions:* We are working to repair or replace, as appropriate, transmission breakers that leak sulfur hexafluoride, which is a gas commonly used by energy companies as an electrical insulating material and arc extinguisher in high-voltage circuit breakers and switchgear. If escaped to the atmosphere, it acts as a potent GHG with a global warming potential significantly greater than CO_2; and

- *Electrifying our vehicle fleet:* We are targeting 30% electrification of our light-duty and aerial truck fleet by 2030 and 100% electrification by 2050. To reach our electrification goal, we are striving for 100% electric or hybrid vehicle purchases for our light-duty and aerial truck fleet moving forward.

Determination of the useful life of the regulated coal-fired generating facilities could result in changes in depreciation, and/or continued collection of net plant in rates after retirement, securitization, sale, impairment or regulatory disallowances. If MP is unable to recover these costs, it could have a material adverse effect on FirstEnergy's and/or MP's financial condition, results of operations and cash flow.

HB 6 and Related Investigations

On July 21, 2021, FE entered into a three-year DPA with the U.S. Attorney's Office that, subject to court proceedings, resolves the U.S. Attorney's Office investigation into FirstEnergy relating to FirstEnergy's lobbying and governmental affairs activities concerning HB 6 related to the federal criminal allegations made in July 2020, against former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. Among other things under the DPA, FE paid a $230 million monetary penalty in 2021 and agreed to the filing of a criminal information charging FE with one count of conspiracy to commit honest services wire fraud. The $230 million payment will neither be recovered in rates or charged to FirstEnergy customers, nor will FirstEnergy seek any tax deduction related to such payment. As of July 21, 2024, FirstEnergy has successfully completed the obligations required within the three-year term of the DPA. Under the DPA, FirstEnergy has an obligation to continue (i) publishing quarterly a list of all payments to 501(c)(4) entities and all payments to entities known by FirstEnergy operating for the benefit of a public official, either directly or indirectly; (ii) not making any statements that contradict the DPA; (iii) notifying the U.S. Attorney's Office of any changes in FirstEnergy's corporate form; and (iv) cooperating with the U.S. Attorney's Office until the conclusion of any related investigation, criminal prosecution, and civil proceeding brought by the U.S. Attorney's Office. Within 30 days of those matters concluding, and FirstEnergy's successful completion of its remaining obligations, the U.S. Attorney's Office will dismiss the criminal information.

On February 9, 2022, FE, acting through the SLC, agreed to a settlement term sheet to resolve multiple shareholder derivative lawsuits that were filed in the S.D. Ohio, the N.D. Ohio, and the Ohio Court of Common Pleas, Summit County, each relating to the allegations against the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. On March 11, 2022, the parties executed a stipulation and agreement of settlement, and filed a motion the same day requesting preliminary settlement approval in the S.D. Ohio, which was granted on May 9, 2022. On August 23, 2022, the S.D. Ohio granted final approval of the settlement, which was subsequently appealed. On February 16, 2024, the U.S. Court of Appeals for the Sixth Circuit affirmed the district court's final settlement approval. All appeal options were exhausted on May 16, 2024, and the judgment and settlement became final, resolving the derivative lawsuits. On May 17, 2024, the N.D. Ohio granted the parties' motion to dismiss based upon the approval of the settlement by the S.D. Ohio. The state court action was also dismissed on September 2, 2022.

The above settlement included a series of corporate governance enhancements and a payment to FE of $180 million, less approximately $36 million in court-ordered attorney's fees awarded to plaintiffs, and a $7 million net return on deposited funds, which was received in the second quarter of 2024. The judgment and settlement are final and, therefore, the derivative lawsuits are now fully resolved.

On August 10, 2020, the SEC, through its Division of Enforcement, issued an order directing an investigation of possible securities laws violations by FE, and on September 1, 2020, issued subpoenas to FE and certain FE officers relating to the conduct described in the DPA. On April 28, 2021, July 11, 2022, and May 25, 2023, the SEC issued additional subpoenas to FE, with which FE has complied. FirstEnergy cooperated fully with the SEC investigation, and on September 12, 2024, the SEC issued a settlement order that concluded and resolved the investigation in its entirety. Under the terms of the settlement, FE agreed to pay a civil penalty of $100 million and to cease and desist from committing or causing any violations and any future violations of specified provisions of the federal securities laws and rules promulgated thereunder. The civil penalty was paid on September 25, 2024. FE previously recognized a loss contingency of $100 million in the second quarter of 2024 at Corporate/Other for segment reporting.

On June 29, 2023, the OOCIC served FE a subpoena, seeking information relating to the conduct described in the DPA. FirstEnergy was not aware of the OOCIC's investigation prior to receiving the subpoena and understood that the OOCIC's investigation was also focused on the conduct described in the DPA, other than with respect to the March 25, 2024, felony indictment of Mr. Householder brought in Cuyahoga County, Ohio. FirstEnergy is cooperating with the OOCIC in its investigation. On February 12, 2024, and in connection with the OOCIC's ongoing investigation, an indictment by a grand jury of Summit County, Ohio was unsealed against the now-deceased, former chairman of the PUCO, and two former FirstEnergy senior officers, Charles E. Jones, and Michael J. Dowling, charging each of them with several felony counts, including bribery, telecommunications fraud, money laundering and aggravated theft, related to payments described in the DPA. On August 12, 2024, FirstEnergy entered into a settlement with the OOCIC, the Ohio Attorney General's Office, and the Summit County Prosecutor's Office to resolve both the investigation and State of Ohio ex rel. Dave Yost, Ohio Attorney General v. FirstEnergy Corp., et al. and City of Cincinnati and City of Columbus v. FirstEnergy Corp., noted below. The settlement includes, among other things, a non-prosecution agreement and a payment of $19.5 million, which was recorded as a loss contingency in the second quarter of 2024 in FirstEnergy's Consolidated Statements of Income at Corporate/Other for segment reporting. The civil penalty was paid on August 16, 2024.

FirstEnergy has taken numerous steps to address challenges posed by the HB 6 investigations and improve its compliance culture, including the refreshment of the FE Board, the hiring of key senior executives committed to supporting transparency and integrity, and strengthening and enhancing FirstEnergy's compliance culture through several initiatives; however, the outcomes of the unresolved HB 6 investigations and state regulatory audits remain unknown.

Despite the many disruptions FirstEnergy has faced, and continues to currently face, the leadership team remains committed and focused on executing its strategy and running the business. See "Outlook - Other Legal Proceedings" below for additional details on the government investigations, the DPA, and ongoing litigation surrounding the investigation of HB 6. See also "Outlook - State Regulation - Ohio" below for details on the PUCO proceeding reviewing political and charitable spending and legislative activity in response to the investigation of HB 6. The outcome of the government investigations, PUCO proceedings, legislative activity, and any of these lawsuits is uncertain and could have a material adverse effect on FirstEnergy's financial condition, results of operations and cash flows.

FIRSTENERGY'S CONSOLIDATED RESULTS OF OPERATIONS

Third Quarter of 2024 Compared with Third Quarter of 2023

(In millions)	For the Three Months Ended September 30,			
	2024	2023	Increase (Decrease)	
Revenues	$ 3,729	$ 3,487	$ 242	7 %
Operating expenses	(3,002)	(2,821)	181	6 %
Other expenses, net	(167)	(196)	(29)	(15)%
Income taxes	(94)	(29)	65	224 %
Income attributable to noncontrolling interest	(47)	(20)	27	135 %
Earnings attributable to FE from continuing operations	$ 419	$ 421	$ (2)	— %

Earnings attributable to FE from continuing operations was $419 million or $0.73 per share (basic and diluted) in the third quarter of 2024 compared to $421 million or $0.74 per basic share ($0.73 diluted) in the third quarter of 2023, representing a decrease of $2 million that was primarily due to the following:

- An impairment charge related to the Akron general office in 2024;
- Lower revenues associated with changes to the Ohio DCR as a result of the PUCO's ESP V order that became effective June 1, 2024;
- The dilutive effect of the FET Equity Interest Sale that closed in March 2024;
- Higher non-deferred storm restoration expenses and planned vegetation management costs;
- Lower investment earnings related to FEV's equity method investment in Global Holding; and
- A higher effective tax rate due to the absence of discrete tax benefits related to the reduction in state income taxes and release of a valuation allowance recognized in 2023, partially offset by discrete tax benefits associated with certain equity method investments and remeasurement of excess deferred income taxes in 2024.

These factors were partially offset by the following:

- Higher customer demand and usage as a result of the weather;
- Lower labor and benefits expenses, including those associated with the PEER program and separation-related costs;
- The implementation of base rate cases in Maryland, New Jersey, and West Virginia;
- Increased earnings as a result of regulated investment programs that increased rate base;
- Lower interest expense primarily due to the redemption of certain FE long-term debt and lower short-term borrowings; and
- Higher interest income related to the FET Equity Interest Sale promissory notes.

Detailed segment reporting explanations are included below.

Distribution services by customer class are summarized in the following table:

	For the Three Months Ended September 30,					
(In thousands)	Actual			Weather-Adjusted		
Electric Distribution MWh Deliveries[1]	**2024**	**2023**	**Increase**	**2024**	**2023**	**Increase (Decrease)**
Residential	15,415	14,954	3.1 %	15,078	15,293	(1.4)%
Commercial[2]	10,680	10,471	2.0 %	10,563	10,559	— %
Industrial	13,630	13,345	2.1 %	13,630	13,345	2.1 %
Total Electric Distribution MWh Deliveries	39,725	38,770	2.5 %	39,271	39,197	0.2 %

[1] Reflects the reclassification of certain Pennsylvania customers from Industrial to Commercial. Due to the January 2024 consolidation of the Pennsylvania Companies, certain customers are required to be classified as Commercial effective June 1, 2024. The MWh deliveries prior to the effective date have been adjusted for comparability.
[2] Includes street lighting.

Residential and commercial distribution deliveries were impacted by higher customer usage as a result of the weather. Cooling degree days in the third quarter of 2024 were 15% above the same period of 2023 and 7% above normal.

First Nine Months of 2024 Compared with First Nine Months of 2023

(In millions)	For the Nine Months Ended September 30,			
	2024	2023	Increase (Decrease)	
Revenues	$ 10,296	$ 9,724	$ 572	6 %
Operating expenses	(8,534)	(8,026)	508	6 %
Other expenses, net	(637)	(500)	137	27 %
Income taxes	(294)	(193)	101	52 %
Income attributable to noncontrolling interest	(114)	(57)	57	100 %
Earnings attributable to FE from continuing operations	$ 717	$ 948	$ (231)	(24)%

Earnings attributable to FE from continuing operations was $717 million or $1.25 per basic share ($1.24 diluted) in the first nine months of 2024 compared to $948 million or $1.66 per basic share ($1.65 diluted) in the first nine months of 2023, representing a decrease of $231 million that was primarily due to the following:

- Charges related to changes in ARO liabilities associated with final CCR rules and changes in future expected costs to remediate McElroy's Run;
- A civil penalty resulting from the SEC investigation and a settlement with the OOCIC investigations as further discussed below in "Outlook - Other Legal Proceedings";
- An impairment charge related to the Akron general office in the third quarter of 2024;
- Lower revenues associated with changes to the Ohio DCR as a result of the PUCO's ESP V order that became effective June 1, 2024;
- Higher non-deferred storm restoration expenses and planned vegetation management costs;
- Lower investment earnings related to FEV's equity method investment in Global Holding;
- The absence of the pension mark-to-market adjustment in the second quarter of 2023;
- The dilutive effect of the FET Equity Interest Sale that closed in March 2024;
- Higher non-recoverable charges, including abandoned transmission projects;
- Higher debt redemption costs;
- Higher interest expense on long-term debt and short-term borrowings, partially offset by the redemption of certain FE long-term debt and higher capitalized financing costs; and
- A higher effective tax rate due to lower net discrete income tax benefits as a result of tax charges related to the PA Consolidation and FET Equity Interest Sale in the first quarter of 2024, and the absence of a reduction in state income taxes and release of a valuation allowance recognized in the third quarter of 2023, partially offset by discrete tax benefits associated with certain equity method investments and remeasurement of excess deferred income taxes in the third quarter of 2024.

These were partially offset by the following:

- Net proceeds from the shareholder derivative lawsuit settlement, as described below in "Outlook - Other Legal Proceedings";
- The implementation of base rate case settlements in Maryland, New Jersey and West Virginia;
- Higher weather-related customer usage and demand;
- Increased earnings as a result of regulated investment programs that increased rate base;
- Higher interest income related to the FET Equity Interest Sale promissory notes;
- The absence of expenses associated with the cancellation of sponsorship agreements in 2023; and
- Lower labor and benefits expenses, including those associated with the PEER program and separation-related costs.

Detailed segment reporting explanations are included below.

Distribution services by customer class are summarized in the following table:

(In thousands)	For the Nine Months Ended September 30,					
	Actual			Weather-Adjusted		
Electric Distribution MWh Deliveries[1]	**2024**	**2023**	**Increase**	**2024**	**2023**	**Increase (Decrease)**
Residential	42,038	39,730	5.8 %	42,478	42,786	(0.7)%
Commercial[2]	29,706	28,888	2.8 %	29,926	29,947	(0.1)%
Industrial	40,090	39,118	2.5 %	40,090	39,118	2.5 %
Total Electric Distribution MWh Deliveries	111,834	107,736	3.8 %	112,494	111,851	0.6 %

[1] Reflects the reclassification of certain Pennsylvania customers from Industrial to Commercial. Due to the January 2024 consolidation of the Pennsylvania Companies, certain customers are required to be classified as Commercial effective June 1, 2024. The MWh deliveries prior to the effective date have been adjusted for comparability.
[2] Includes street lighting.

Residential and commercial distribution deliveries were impacted by higher customer usage as a result of the weather. Cooling degree days in the first nine months of 2024 were 38% above the same period of 2023 and 16% above normal. Heating degree days in the first nine months of 2024 were 1% below the same period of 2023 and 17% below normal.

The financial results discussed below in Segment Results of Operations include revenues and expenses from transactions among FirstEnergy's business segments. A reconciliation of segment financial results is provided in Note 11, "Segment Information," of the Notes to Consolidated Financial Statements.

Summary of Results of Operations — Third Quarter 2024 Compared with Third Quarter 2023

Financial results for FirstEnergy's business segments for the third quarter of 2024 and 2023 were as follows:

Third Quarter 2024 Financial Results

(In millions)	Distribution	Integrated	Stand-Alone Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ 1,775	$ 1,432	$ 470	$ 2	$ 3,679
Other	42	20	5	(17)	50
Total Revenues	1,817	1,452	475	(15)	3,729
Operating Expenses:					
Fuel	—	139	—	—	139
Purchased power	571	508	—	7	1,086
Other operating expenses	644	349	113	(7)	1,099
Provision for depreciation	163	132	84	21	400
Amortization (deferral) of regulatory assets, net	(55)	20	2	—	(33)
General taxes	196	34	70	11	311
Total Operating Expenses	1,519	1,182	269	32	3,002
Other Income (Expense):					
Debt redemption costs	—	—	—	—	—
Equity method investment earnings	—	—	—	21	21
Miscellaneous income, net	28	13	7	5	53
Interest expense	(106)	(62)	(70)	(38)	(276)
Capitalized financing costs	7	12	16	—	35
Total Other Expense	(71)	(37)	(47)	(12)	(167)
Income taxes (benefits)	34	36	40	(16)	94
Income attributable to noncontrolling interest	—	—	47	—	47
Earnings (Loss) Attributable to FE from Continuing Operations	$ 193	$ 197	$ 72	$ (43)	$ 419

Third Quarter 2023 Financial Results

(In millions)	Distribution	Integrated	Stand-Alone Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ 1,754	$ 1,254	$ 434	$ 1	$ 3,443
Other	41	12	5	(14)	44
Total Revenues	1,795	1,266	439	(13)	3,487
Operating Expenses:					
Fuel	—	166	—	—	166
Purchased power	702	447	—	6	1,155
Other operating expenses	564	324	97	(18)	967
Provision for depreciation	155	116	77	18	366
Amortization (deferral) of regulatory assets, net	(124)	(17)	1	—	(140)
General taxes	193	34	65	15	307
Total Operating Expenses	1,490	1,070	240	21	2,821
Other Income (Expense):					
Debt redemption costs	—	—	—	—	—
Equity method investment earnings	—	—	—	43	43
Miscellaneous income (expense), net	10	18	6	(10)	24
Interest expense	(100)	(67)	(62)	(60)	(289)
Capitalized financing costs	6	10	10	—	26
Total Other Expense	(84)	(39)	(46)	(27)	(196)
Income taxes (benefits)	46	12	33	(62)	29
Income attributable to noncontrolling interest	—	—	20	—	20
Earnings Attributable to FE from Continuing Operations	$ 175	$ 145	$ 100	$ 1	$ 421

Changes Between Third Quarter 2024 and Third Quarter 2023 Financial Results

(In millions)	Distribution	Integrated	Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ 21	$ 178	$ 36	$ 1	$ 236
Other	1	8	—	(3)	6
Total Revenues	22	186	36	(2)	242
Operating Expenses:					
Fuel	—	(27)	—	—	(27)
Purchased power	(131)	61	—	1	(69)
Other operating expenses	80	25	16	11	132
Provision for depreciation	8	16	7	3	34
Amortization (deferral) of regulatory assets, net	69	37	1	—	107
General taxes	3	—	5	(4)	4
Total Operating Expenses	29	112	29	11	181
Other Income (Expense):					
Debt redemption costs	—	—	—	—	—
Equity method investment earnings	—	—	—	(22)	(22)
Miscellaneous income (expense), net	18	(5)	1	15	29
Interest expense	(6)	5	(8)	22	13
Capitalized financing costs	1	2	6	—	9
Total Other Expense	13	2	(1)	15	29
Income taxes (benefits)	(12)	24	7	46	65
Income attributable to noncontrolling interest	—	—	27	—	27
Earnings (Loss) Attributable to FE from Continuing Operations	$ 18	$ 52	$ (28)	$ (44)	$ (2)

Distribution Segment — Third Quarter of 2024 Compared with Third Quarter of 2023

Distribution segment's earnings attributable to FE from continuing operations increased $18 million in the third quarter of 2024, as compared to the same period of 2023, primarily resulting from higher customer usage as a result of the weather, partially offset by lower weather-adjusted customer usage and demand and lower revenues due to changes in the Ohio DCR that became effective June 1, 2024.

Revenues —

Distribution's total revenues increased $22 million as a result of the following sources:

	For the Three Months Ended September 30,		
Revenues by Type of Service	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
Distribution services	$ 1,133	$ 1,053	$ 80
Generation sales:			
Retail	640	694	(54)
Wholesale	2	7	(5)
Total generation sales	642	701	(59)
Other	42	41	1
Total Revenues	$ 1,817	$ 1,795	$ 22

Distribution services revenues increased $80 million in the third quarter of 2024, as compared to the same period of 2023, primarily resulting from higher customer usage as a result of the weather, lower customer credits associated with the PUCO-approved Ohio Stipulation, and higher rider revenues associated with a Pennsylvania regulated investment program, partially offset by lower rider revenues associated with changes to the Ohio DCR as a result of the PUCO's ESP V order that became effective June 1, 2024, and lower weather-adjusted customer usage and demand. Additionally, revenues increased due to the higher recovery of transmission expenses, and other FE PA rider rate adjustments, which have no material impact to earnings.

Generation sales revenues decreased $59 million in the third quarter of 2024, as compared to the same period in 2023, primarily due to lower retail generation sales as a result of higher shopping in Ohio, which lowered sales volumes, partially offset by higher non-shopping generation auction rates. Total generation provided by alternative suppliers as a percentage of total MWh deliveries for the Ohio Companies and FE PA in the third quarter of 2024, as compared to the same period of 2023, increased to 90% from 89% in Ohio and decreased slightly to 61% from 62% in Pennsylvania. Retail and wholesale generation sales revenue have no material impact to earnings.

Operating Expenses —

Total operating expenses increased $29 million, primarily due to:

- Purchased power costs, which have no material impact to earnings, decreased $131 million during the third quarter of 2024, as compared to the same period of 2023, primarily due to decreased generation sales volumes as described above, decreased capacity expenses and lower unit costs.

- Other operating expenses increased $80 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to:
  - Higher network transmission expenses of $40 million, which are deferred for future recovery, resulting in no material impact to earnings;
  - $31 million impairment charge related to the Akron general office in 2024;
  - Higher planned vegetation management expenses of $18 million;
  - Higher storm restoration expenses of $47 million, of which $42 million were deferred for future recovery; and
  - Higher energy efficiency and other state mandated program costs of $6 million, which were deferred for future recovery, resulting in no material impact to earnings.

  The increase was partially offset by:
  - Lower other operating expenses of $53 million, primarily due to lower employee labor and benefits, including those associated with the PEER program and separation-related costs; and
  - Lower uncollectible expenses of $9 million, of which $2 million was deferred for future recovery.

- Depreciation expense increased $8 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to a higher asset base.

- Deferral of regulatory assets decreased $69 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to a $94 million net decrease from lower generation and transmission related deferrals and $11 million related to net decreases in other deferrals, partially offset by a $36 million increase due to higher deferral of storm related expenses.

- General taxes increased $3 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher gross receipts and property taxes.

Other Expense —

Other expense decreased $13 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to the absence of a charge from an environmental settlement agreement requiring a $10 million contribution to the EPA associated with a former generation plant of OE.

Income Taxes —

Distribution segment's effective tax rate was 15.0% and 20.8% for the three months ended September 30, 2024 and 2023, respectively. The decrease in the

effective tax rate is primarily due to the impact of permanent tax benefits on pre-tax income.

Integrated Segment — Third Quarter of 2024 Compared with Third Quarter of 2023

Integrated segment's earnings attributable to FE from continuing operations increased $52 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher revenues from regulated investment programs, the implementation of base rate cases and higher customer usage and demand, partially offset by higher operating expenses.

Revenues —

Integrated segment's total revenues increased $186 million as a result of the following sources:

	For the Three Months Ended September 30,		
Revenues by Type of Service	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
Distribution services	$ 504	$ 445	$ 59
Generation sales:			
Retail	792	677	115
Wholesale	50	58	(8)
Total generation sales	$ 842	$ 735	$ 107
Transmission revenues:			
JCP&L	56	52	4
MP & PE	30	22	8
Total transmission revenues	$ 86	$ 74	$ 12
Other	20	12	8
Total Revenues	$ 1,452	$ 1,266	$ 186

Distribution services revenues increased $59 million in the third quarter of 2024, as compared to the same period of 2023, primarily resulting from higher revenues from the implementation of base rate cases, and higher rider revenues associated with certain regulated investment programs. Additionally, revenues increased due to the higher recovery of transmission expenses, which have no material impact to earnings.

Generation sales revenues increased $107 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher retail revenues and lower wholesale revenues.

- Retail generation sales increased $115 million in the third quarter of 2024, as compared to the same period in 2023 primarily due to higher non-shopping generation auction rates and higher customer usage as a result of the weather. Retail generation sales, other than those in West Virginia, have no material impact to earnings.

- Wholesale generation revenues decreased $8 million in the third quarter of 2024, as compared to the same period in 2023, primarily due to lower capacity revenues and market prices. The difference between current wholesale generation revenues and certain energy costs incurred is deferred for future recovery or refund, with no material impact to earnings.

Transmission revenues increased $12 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher rate base from regulated investment programs.

Operating Expenses —

Total operating expenses increased $112 million, primarily due to:

- Fuel costs decreased $27 million during the third quarter of 2024, as compared to the same period of 2023, primarily due to lower unit costs, partially offset by higher consumption volumes. Due to the ENEC, fuel expense has no material impact to earnings.

- Purchased power costs, which have no material impact to earnings, increased $61 million during the third quarter of 2024, as compared to the same period of 2023, primarily due to higher sales volumes, partially offset by lower unit costs and lower capacity expenses.

- Other operating expenses increased $25 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to:

    - Higher storm restoration expenses of $27 million, of which $21 million were deferred for future recovery;
    - Higher network transmission expenses of $16 million, which were deferred for future recovery, resulting in no material impact to earnings;
    - $17 million impairment charge related to the Akron general office in 2024;
    - Higher planned vegetation management costs of $4 million;
    - Higher uncollectible expenses of $2 million, which were deferred for future recovery; and
    - Higher energy efficiency and other state mandated program costs of $3 million, which were deferred for future recovery, resulting in no material impact to earnings.

  The increase was partially offset by:
    - Lower other operating and maintenance expenses of $44 million, primarily due to lower employee labor and benefits, including those associated with the PEER program and separation-related costs.

- Depreciation expense increased $16 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to a higher asset base.

- Deferral of regulatory assets decreased $37 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to a $42 million net decrease from lower generation and transmission related deferrals and $10 million related to net decreases in other deferrals, partially offset by a

$15 million increase from higher deferral of storm related expenses.

Other Expense —

Other expense decreased $2 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to lower interest expense as a result of a JCP&L debt redemption in 2024.

Income Taxes —

Integrated segment's effective tax rate was 15.5% and 7.6% for the three months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate is primarily due to the absence of a discrete tax benefit related to the release of a valuation allowance recognized in 2023, partially offset by a remeasurement of excess deferred income taxes in 2024.

Stand-Alone Transmission Segment — Third Quarter of 2024 Compared with Third Quarter of 2023

Stand-Alone Transmission Segment's earnings attributable to FE from continuing operations decreased $28 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to the dilutive effect of the FET Equity Interest Sale, and higher interest expense, partially offset by higher revenue from regulated investment programs that increased rate base.

Revenues —

Stand-Alone Transmission's total revenues increased $36 million, primarily due to a higher rate base and recovery of higher transmission operating expenses.

The following table shows revenues by transmission asset owner:

	For the Three Months Ended September 30,		
Revenues by Transmission Asset Owner	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
ATSI	265	247	$ 18
TrAIL	69	73	(4)
MAIT	117	103	14
KATCo	24	16	8
Total Revenues	$ 475	$ 439	$ 36

Operating Expenses —

Total operating expenses increased $29 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher depreciation and property tax expenses from a higher asset base and a $11 million impairment charge related to the Akron general office. Other than the impairment charge, nearly all operating expenses are recovered through formula rates, resulting in no material impact to earnings.

Other Expense —

Total other expense increased $1 million in the third quarter of 2024, as compared to the same period of 2023, primarily due to higher interest on short-term borrowings and new debt issuances, partially offset by higher capitalized financing costs.

Income Taxes —

Stand-Alone Transmission's effective tax rate was 25.2% and 21.6% for the three months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate is primarily due to a reduction in state income tax benefits.

Corporate / Other — Third Quarter 2024 Compared with Third Quarter 2023

Financial results at Corporate/Other resulted in a $44 million increase in losses attributable to FE from continuing operations in the third quarter of 2024, as compared to the same period of 2023, primarily due to:

- $17 million (after-tax) in lower investment earnings related to FEV's equity method investment in Global Holding; and
- Lower net discrete tax benefits related to the absence of a reduction in state income taxes and release of a valuation allowance recognized in 2023, partially offset by discrete tax benefits in 2024 associated with certain equity method investments.

The increase in losses were partially offset by:

- $14 million (after-tax) of lower interest expense, primarily related to lower short-term borrowings and the redemption of certain FE long-term debt, and higher interest income related to the FET Equity Interest Sale promissory notes.

Summary of Results of Operations — First Nine Months of 2024 Compared with First Nine Months of 2023

Financial results for FirstEnergy's business segments for the first nine months of 2024 and 2023 were as follows:

First Nine Months 2024 Financial Results

(In millions)	Distribution	Integrated	Stand-Alone Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ 5,110	$ 3,676	$ 1,367	$ 6	$ 10,159
Other	122	49	14	(48)	137
Total Revenues	5,232	3,725	1,381	(42)	10,296
Operating Expenses:					
Fuel	—	372	—	—	372
Purchased power	1,723	1,260	—	16	2,999
Other operating expenses	1,871	1,041	280	83	3,275
Provision for depreciation	486	386	249	57	1,178
Amortization (deferral) of regulatory assets, net	(152)	(58)	5	—	(205)
General taxes	569	104	209	33	915
Total Operating Expenses	4,497	3,105	743	189	8,534
Other Income (Expense):					
Debt redemption costs	—	—	—	(85)	(85)
Equity method investment earnings	—	—	—	64	64
Miscellaneous income, net	101	39	12	4	156
Interest expense	(331)	(198)	(201)	(136)	(866)
Capitalized financing costs	17	33	43	1	94
Total Other Expense	(213)	(126)	(146)	(152)	(637)
Income taxes (benefits)	96	107	141	(50)	294
Income attributable to noncontrolling interest	—	—	114	—	114
Earnings (Loss) Attributable to FE from Continuing Operations	$ 426	$ 387	$ 237	$ (333)	$ 717

First Nine Months 2023 Financial Results

(In millions)	Distribution	Integrated	Stand-Alone Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ 5,115	$ 3,206	$ 1,262	$ 6	$ 9,589
Other	124	44	13	(46)	135
Total Revenues	5,239	3,250	1,275	(40)	9,724
Operating Expenses:					
Fuel	—	439	—	—	439
Purchased power	1,985	1,172	—	16	3,173
Other operating expenses	1,599	862	260	(23)	2,698
Provision for depreciation	464	343	226	55	1,088
Amortization (deferral) of regulatory assets, net	(174)	(85)	6	—	(253)
General taxes	555	98	193	35	881
Total Operating Expenses	4,429	2,829	685	83	8,026
Other Income (Expense):					
Debt redemption costs	—	—	—	(36)	(36)
Equity method investment earnings	—	—	—	134	134
Miscellaneous income (expense), net	58	50	17	(23)	102
Pension and OPEB mark-to-market adjustment	34	24	6	(5)	59
Interest expense	(290)	(187)	(179)	(172)	(828)
Capitalized financing costs	16	25	26	2	69
Total Other Expense	(182)	(88)	(130)	(100)	(500)
Income taxes (benefits)	122	43	102	(74)	193
Income attributable to noncontrolling interest	—	—	57	—	57
Earnings (Loss) Attributable to FE from Continuing Operations	$ 506	$ 290	$ 301	$ (149)	$ 948

Changes Between First Nine Months 2024 and First Nine Months 2023 Financial Results

(In millions)	Distribution	Integrated	Stand-Alone Transmission	Corporate/Other and Reconciling Adjustments	FirstEnergy Consolidated
Revenues:					
Electric	$ (5)	$ 470	$ 105	$ —	$ 570
Other	(2)	5	1	(2)	2
Total Revenues	(7)	475	106	(2)	572
Operating Expenses:					
Fuel	—	(67)	—	—	(67)
Purchased power	(262)	88	—	—	(174)
Other operating expenses	272	179	20	106	577
Provision for depreciation	22	43	23	2	90
Amortization (deferral) of regulatory assets, net	22	27	(1)	—	48
General taxes	14	6	16	(2)	34
Total Operating Expenses	68	276	58	106	508
Other Income (Expense):					
Debt redemption costs	—	—	—	(49)	(49)
Equity method investment earnings	—	—	—	(70)	(70)
Miscellaneous income (expense), net	43	(11)	(5)	27	54
Pension and OPEB mark-to-market adjustment	(34)	(24)	(6)	5	(59)
Interest expense	(41)	(11)	(22)	36	(38)
Capitalized financing costs	1	8	17	(1)	25
Total Other Expense	(31)	(38)	(16)	(52)	(137)
Income taxes (benefits)	(26)	64	39	24	101
Income attributable to noncontrolling interest	—	—	57	—	57
Earnings (Loss) Attributable to FE from Continuing Operations	$ (80)	$ 97	$ (64)	$ (184)	$ (231)

Distribution Segment — First Nine Months of 2024 Compared with First Nine Months of 2023

Distribution segment's earnings attributable to FE from continuing operations decreased $80 million in the first nine months of 2024, as compared to the same period of 2023, primarily resulting from lower weather-adjusted customer usage and demand, lower revenues due to changes in the Ohio DCR that became effective June 1, 2024, and higher operating expenses, including increases in the ARO liability, partially offset by higher customer usage as a result of the weather and lower Ohio customer rate credits.

Revenues —

Distribution's total revenues decreased $7 million as a result of the following sources:

	For the Nine Months Ended September 30,		
Revenues by Type of Service	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
Distribution services	$ 3,169	$ 2,897	$ 272
Generation sales:			
Retail	1,937	2,198	(261)
Wholesale	4	20	(16)
Total generation sales	1,941	2,218	(277)
Other	122	124	(2)
Total Revenues	$ 5,232	$ 5,239	$ (7)

Distribution services revenues increased $272 million in the first nine months of 2024, as compared to the same period of 2023, primarily resulting from higher customer usage as a result of the weather, higher rider revenues associated with a Pennsylvania regulated investment program, and lower customer credits associated with the PUCO-approved Ohio Stipulation. Additionally, revenues increased due to the higher recovery of transmission expenses, and other FE PA rider rate adjustments, which have no material impact to earnings. Higher distribution services revenues were partially offset by lower weather-adjusted customer usage and demand and lower revenues associated with changes to the Ohio DCR as a result of the PUCO's ESP V order that became effective June 1, 2024.

Generation sales revenues decreased $277 million in the first nine months of 2024, as compared to the same period in 2023, primarily due to lower retail generation sales as a result of increased customer shopping, partially offset by higher non-shopping generation auction rates. Total generation provided by alternative suppliers as a percentage of total MWh deliveries for the Ohio Companies and FE PA in the first nine months of 2024, as compared to the same period of 2023, increased to 90% from 73% in Ohio and increased to 63% from 62% in Pennsylvania. Retail and wholesale generation sales revenue have no material impact to earnings.

Operating Expenses —

Total operating expenses increased $68 million, primarily due to:

- Purchased power costs, which have no material impact to earnings, decreased $262 million during the first nine months of 2024, as compared to the same period of 2023, primarily due to lower generation sales volumes as described above and decreased capacity expenses, partially offset by higher unit costs.

- Other operating expenses increased $272 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to:
  - Higher network transmission expenses of $114 million, which are deferred for future recovery, resulting in no material impact to earnings;
  - $46 million charge related to changes in ARO liabilities associated with final CCR rules;
  - $32.5 million contribution commitment by the Ohio Companies, as a result of the Ohio ESP V PUCO order;
  - $31 million impairment charge related to the Akron general office in the third quarter of 2024;
  - Higher planned vegetation management expenses of $49 million;
  - Higher energy efficiency and other state mandated program costs of $11 million, which were deferred for future;
  - Higher storm restoration expenses of $42 million, which were mostly deferred for future recovery, resulting in no material impact to earnings recovery; and
  - Higher uncollectible expenses of $27 million, of which $7 million was deferred for future recovery.

  This increase was partially offset by:
  - Lower other operating expenses of $81 million, primarily due to lower labor and benefits expenses, including those associated with the PEER program and separation-related costs.

- Depreciation expense increased $22 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to a higher asset base.

- Deferral of regulatory assets decreased $22 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to a $21 million decrease of certain Tax Act savings deferrals to FE PA customers, $6 million decrease from lower net generation and transmission related deferrals, and $28 million related to net decreases in other deferrals, partially offset by $33 million increase due to higher deferral of storm related expenses.

- General taxes increased $14 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to higher gross receipts taxes.

Other Expense —

Other expense increased $31 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to the absence of the pension mark-to-market adjustment, partially offset by the absence of a charge from an environmental settlement agreement requiring a $10 million contribution to the EPA associated with a former generation plant of OE.

Income Taxes —

Distribution segment's effective tax rate was 18.4% and 19.4% for the nine months ended September 30, 2024 and 2023, respectively.

Integrated Segment — First Nine Months of 2024 Compared with First Nine Months of 2023

Integrated segment's earnings attributable to FE from continuing operations increased $97 million in the first nine months of 2024, as compared to the same period of 2023, primarily from the implementation of base rate cases, higher customer usage and demand, and higher revenues from regulated investment programs, partially offset by higher operating expenses, including increases in the ARO liability, and a higher effective tax rate discussed below.

Revenues —

Integrated segment's total revenues increased $475 million as a result of the following sources:

	For the Nine Months Ended September 30,		
Revenues by Type of Service	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
Distribution services	1,224	1,089	$ 135
Generation sales:			
Retail	2,051	1,740	311
Wholesale	118	153	(35)
Total generation sales	2,169	1,893	276
Transmission revenues:			
JCP&L	175	152	23
MP & PE	108	72	36
Total transmission revenues	283	224	59
Other	49	44	5
Total Revenues	$ 3,725	$ 3,250	$ 475

Distribution services revenues increased $135 million in the first nine months of 2024, as compared to the same period of 2023, primarily resulting from higher revenues from the implementation of base rate cases, higher customer usage as a result of the weather, higher weather-adjusted customer usage and demand, and higher rider revenues associated with certain regulated investment programs. Additionally, revenues increased due to the higher recovery of transmission expenses, which have no material impact to earnings.

Generation sales revenues increased $276 million in the first nine months of 2024, as compared to the same period of 2023. primarily due to higher retail revenues, partially offset by lower wholesale revenues.

- Retail generation sales increased $311 million in the first nine months of 2024, as compared to the same period in 2023 primarily due to higher customer usage as a result of the weather and higher non-shopping generation auction rates. Retail generation sales, other than those in West Virginia, have no material impact to earnings.

- Wholesale generation revenues decreased $35 million in the first nine months of 2024, as compared to the same period in 2023, primarily due to lower capacity revenues and lower market prices, partially offset by higher sales volumes. The difference between current wholesale generation revenues and certain energy costs incurred is deferred for future recovery or refund, with no material impact to earnings.

Transmission revenues increased $59 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to higher rate base from regulated investment programs.

Operating Expenses —

Total operating expenses increased $276 million, primarily due to:

- Fuel costs decreased $67 million during the first nine months of 2024, as compared to the same period of 2023, primarily due to lower unit costs, partially offset by higher consumption volumes. Due to the ENEC, fuel expense has no material impact to earnings.

- Purchased power costs, which have no material impact to earnings, increased $88 million during the first nine months of 2024, as compared to the same period of 2023, primarily due to higher unit costs and volumes, partially offset by lower capacity expenses.

- Other operating expenses increased $179 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to:

    - $53 million charge at JCP&L in the first quarter 2024 associated with certain corporate support costs recorded to capital accounts from the FERC Audit that were determined, as a result of the base rate case settlement agreement, to be disallowed from future recovery;
    - Higher storm restoration expenses of $74 million, of which $65 million was deferred for future recovery;
    - Higher network transmission expenses of $35 million, which were deferred for future recovery, resulting in no material impact to earnings;
    - $16 million charge related to changes in ARO liabilities associated with final CCR rules;
    - $17 million impairment charge related to the Akron general office in the third quarter of 2024;
    - Higher planned vegetation management costs of $11 million, of which $4 million were deferred for future recovery;
    - Higher uncollectible expenses of $7 million, which were deferred for future recovery, primarily due to a reduction to the allowance during the second quarter of 2023;
    - Higher energy efficiency and other state mandated program costs of $7 million, which were deferred for future recovery, resulting in no material impact to earnings; and

- Higher regulated generation outage spend of $5 million.

This increase was partially offset by:

- Lower other operating and maintenance expenses of $46 million, primarily due to lower labor and benefit expenses, including those associated with the PEER program and separation-related costs.

- Depreciation expense increased $43 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to a higher asset base.

- Deferral of regulatory assets decreased $27 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to:
  - $169 million net decrease due to lower generation and transmission related deferrals; and
  - $12 million decrease due to higher vegetation management program-related amortizations.

  This decrease was partially offset by:
  - $63 million increase due to higher deferral of storm related expenses;
  - $60 million increase due to the approval in the first quarter of 2024 to recover costs of certain retired generation stations by the WVPSC;
  - $22 million related to net increases in other deferrals; and
  - $9 million increase due to higher energy efficiency related deferrals.

- General taxes increased $6 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to higher gross receipts taxes.

Other Expense —

Other expense increased $38 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to the absence of the pension mark-to-market adjustment, higher interest expense on short-term borrowings and long-term debt, and higher non-recoverable charges related to abandoned transmission projects, partially offset by higher capitalized interest.

Income Taxes —

Integrated segment's effective tax rate was 21.7% and 12.9% for the nine months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate is primarily due to the absence of a discrete tax benefit related to the release of a valuation allowance recognized in the third quarter of 2023, partially offset by a remeasurement of excess deferred income taxes in the third quarter of 2024.

Stand-Alone Transmission Segment — First Nine Months of 2024 Compared with First Nine Months of 2023

Stand-Alone Transmission Segment's earnings attributable to FE from continuing operations decreased $64 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to the dilutive effect and discrete tax charge associated with the FET Equity Interest Sale, and higher interest expense, partially offset by higher revenue from regulated investment programs that increased rate base.

Revenues —

Stand-Alone Transmission's total revenues increased $106 million, primarily due to a higher rate base and recovery of higher transmission operating expenses.

The following table shows revenues by transmission asset owner:

	For the Nine Months Ended September 30,		
Revenues by Transmission Asset Owner	**2024**	**2023**	**Increase (Decrease)**
		(In millions)	
ATSI	$ 774	$ 718	$ 56
TrAIL	209	207	2
MAIT	333	292	41
KATCo	67	58	9
Other	(2)	—	(2)
Total Revenues	$ 1,381	$ 1,275	$ 106

Operating Expenses —

Total operating expenses increased $58 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to higher depreciation and property tax expenses from a higher asset base and a $11 million impairment charge related to the Akron general office in the third quarter of 2024. Other than the impairment charge, nearly all operating expenses are recovered through formula rates, resulting in no material impact to earnings.

Other Expense —

Total other expense increased $16 million in the first nine months of 2024, as compared to the same period of 2023, primarily due to higher interest on short-term borrowings, new debt issuances, and higher non-recoverable charges at TrAIL, partially offset by higher capitalized financing costs.

Income Taxes —

Stand-Alone Transmission's effective tax rate was 28.7% and 22.2% for the nine months ended September 30, 2024 and 2023, respectively. The increase in the effective tax rate is primarily due to a discrete tax charge on the FET Equity Interest Sale in the first quarter of 2024.

Corporate / Other — First Nine Months of 2024 Compared with First Nine Months of 2023

Financial results at Corporate/Other resulted in a $184 million increase in losses attributable to FE from continuing operations in the first nine months of 2024, as compared to the same period of 2023, primarily due to:

- $120 million related to a civil penalty with the SEC and a settlement with the OOCIC investigations as further discussed below in "Outlook - Other Legal Proceedings";
- $115 million (after-tax) charge related to changes in ARO liabilities associated with final CCR rules and future expected costs to remediate McElroy's Run;
- $54 million (after-tax) in lower investment earnings related to FEV's equity method investment in Global Holding;
- $38 million (after-tax) of higher debt redemption costs; and
- Lower net discrete tax benefits as a result of tax charges related to the PA Consolidation and FET Equity Interest Sale in the first quarter of 2024, and the absence of a reduction in state income taxes and release of a valuation allowance recognized in the third quarter of 2023, partially offset by discrete tax benefits in the third quarter of 2024 associated with certain equity method investments.

The increase in losses were partially offset by:

- $116 million (after-tax) of net proceeds from the shareholder derivative lawsuit settlement as described below in "Outlook - Other Legal Proceedings";
- $25 million (after-tax) of higher interest income related to the FET Equity Interest Sale promissory notes and net money pool investments;
- $23 million (after-tax) of lower other operating expenses primarily related to the absence of expenses associated with the cancellation of certain sponsorship agreements in 2023;
- $4 million (after-tax) of lower interest expense as a result of the redemption of certain FE long-term debt; and
- $4 million (after-tax) from the absence of the pension mark-to-market adjustment.

REGULATORY ASSETS AND LIABILITIES

Regulatory assets represent incurred costs that have been deferred because of their probable future recovery from customers through regulated rates. Regulatory liabilities represent amounts that are expected to be credited to customers through future regulated rates or amounts collected from customers for costs not yet incurred. FirstEnergy, the Electric Companies and the Transmission Companies net their regulatory assets and liabilities based on federal and state jurisdictions.

Management assesses the probability of recovery of regulatory assets, and settlement of regulatory liabilities, at each balance sheet date and whenever new events occur. Factors that may affect probability relate to changes in the regulatory environment, issuance of a regulatory commission order or passage of new legislation. Upon material changes to these factors, where applicable, FirstEnergy will record new regulatory assets and liabilities and will assess whether it is probable that currently recorded regulatory assets and liabilities will be recovered or settled in future rates.

The following table provides information about the composition of net regulatory assets and liabilities as of September 30, 2024, and December 31, 2023, and the changes during the nine months ended September 30, 2024:

Net Regulatory Assets (Liabilities) by Source	September 30, 2024	December 31, 2023	Change
		(In millions)	
Customer payables for future income taxes	$ (2,279)	$ (2,382)	$ 103
Spent nuclear fuel disposal costs	(78)	(83)	5
Asset removal costs	(665)	(652)	(13)
Deferred transmission costs	271	286	(15)
Deferred generation costs	500	572	(72)
Deferred distribution costs	268	247	21
Storm-related costs	1,001	799	202
Energy efficiency program costs	288	198	90
New Jersey societal benefit costs	82	79	3
Vegetation management costs	109	102	7
Other	72	(11)	83
Net Regulatory Liabilities included on the Consolidated Balance Sheets	$ (431)	$ (845)	$ 414

The following is a description of the regulatory assets and liabilities described above:

Customer payables for future income taxes - Reflects amounts to be recovered or refunded through future rates to pay income taxes that become payable when rate revenue is provided to recover items such as AFUDC equity and depreciation of property, plant and equipment for which deferred income taxes were not recognized for ratemaking purposes, including amounts attributable to federal and state tax rate changes such as the Tax Act and Pennsylvania House Bill 1342. These amounts are being amortized over the period in which the related deferred tax assets reverse, which is generally over the expected life of the underlying asset.

Spent nuclear fuel disposal costs - Reflects amounts collected from customers, and the investment income, losses and changes in fair value of the trusts for spent nuclear fuel disposal costs related to former nuclear generating facilities, Oyster Creek and Three Mile Island Unit 1.

Asset removal costs - Primarily represents the rates charged to customers that include a provision for the cost of future activities to remove assets, including obligations for which an ARO has been recognized, that are expected to be incurred at the time of retirement.

Deferred transmission costs - Reflects differences between revenues earned based on actual costs for the formula-rate Transmission Companies and the amounts billed, including amounts expected to be refunded to, or recoverable from, wholesale transmission customers resulting from the FERC Audit, as further described below, which amounts are recorded as a regulatory asset or liability and recovered or refunded, respectively, in subsequent periods. Also included is the recovery of non-market based costs or fees charged to certain of the Electric Companies by various regulatory bodies including FERC and RTOs, which can include PJM charges and credits for service including, but not limited to, procuring transmission services and transmission enhancement.

Deferred generation costs - Primarily relates to regulatory assets associated with the securitized recovery of certain fuel and purchased power regulatory assets at the Ohio Companies (amortized through 2034) as well as the ENEC at MP and PE. MP and PE recover net power supply costs, including fuel costs, purchased power costs and related expenses, net of related market sales revenue through the ENEC. Generally, the ENEC rate is updated annually. Also included is a regulatory asset related to approval by the WVPSC in March 2024 to recover costs associated with certain retired generation plants in West Virginia (amortized through 2029).

Deferred distribution costs - Relates to the Ohio Companies' deferral of certain distribution-related expenses, including interest (amortized through 2034), AMI costs in New Jersey, and other distribution-related costs being recovered in West Virginia.

Storm-related costs - Relates to the deferral of storm costs, which vary by jurisdiction. Approximately $389 million and $254 million are currently being recovered through rates as of September 30, 2024 and December 31, 2023, respectively.

Energy efficiency program costs - Relates to the recovery of costs in excess of revenues associated with energy efficiency programs including, New Jersey energy efficiency and renewable energy programs, FE PA's Energy Efficiency and Conservation programs, the Ohio Companies' Demand Side Management and Energy Efficiency Rider, and PE's EmPOWER Maryland surcharge. Investments in certain of these energy efficiency programs earn a long-term return.

New Jersey societal benefit costs - Primarily relates to regulatory assets associated with MGP remediation, universal service and lifeline funds, and the New Jersey Clean Energy Program.

Vegetation management costs - Relates to regulatory assets associated with the recovery of certain distribution vegetation management costs in New Jersey and West Virginia as well as certain transmission vegetation management costs at MAIT, ATSI, KATCo and PE (amortized through 2024, 2030 and 2036, respectively).

The following table provides information about the composition of net regulatory assets that do not earn a current return as of September 30, 2024 and December 31, 2023, of which approximately $692 million and $371 million, respectively, are currently being recovered through rates over varying periods, through 2068, depending on the nature of the deferral and the jurisdiction:

Regulatory Assets by Source Not Earning a Current Return	September 30, 2024	December 31, 2023	Change
		(In millions)	
Deferred transmission costs	$ 3	$ 6	$ (3)
Deferred generation costs	318	432	(114)
Deferred distribution costs	145	68	77
Storm-related costs	692	602	90
Vegetation management costs	17	21	(4)
Other	63	68	(5)
Regulatory Assets Not Earning a Current Return	$ 1,238	$ 1,197	$ 41

CAPITAL RESOURCES AND LIQUIDITY

FirstEnergy's business is capital intensive, requiring significant resources to fund operating expenses, construction and other investment expenditures, scheduled debt maturities and interest payments, dividend payments and potential contributions to its pension plan.

FE and its subsidiaries expect their existing sources of liquidity to remain sufficient to meet their respective anticipated obligations. In addition to internal sources to fund liquidity and capital requirements for 2024 and beyond, FE and its subsidiaries expect to rely on external sources of funds. Short-term cash requirements not met by cash provided from operations are generally satisfied through short-term borrowings. Long-term cash needs may be met through the issuance of long-term debt by FE and certain of its subsidiaries to, among other things, fund capital expenditures and other capital-like investments, and refinance short-term and maturing long-term debt, subject to market conditions and other factors. FE may utilize instruments other than senior notes to fund its liquidity and capital requirements, including hybrid securities.

In alignment with FirstEnergy's strategy to invest in its segments as a fully regulated company, FirstEnergy is focused on maintaining balance sheet strength and flexibility. Specifically, at the regulated businesses, regulatory authority has been obtained for various regulated subsidiaries to issue and/or refinance debt.

Any financing plans by FE or any of its consolidated subsidiaries, including the issuance of equity and debt, and the refinancing of short-term and maturing long-term debt are subject to market conditions and other factors. No assurance can be given that any such issuances, financing or refinancing, as the case may be, will be completed as anticipated or at all. Any delay in the completion of financing plans could require FE or any of its consolidated subsidiaries to utilize short-term borrowing capacity, which could impact available liquidity. In addition, FE and its consolidated subsidiaries expect to continually evaluate any planned financings, which may result in changes from time to time.

On February 2, 2023, FE, along with FET, entered into the FET P&SA II with Brookfield and the Brookfield Guarantors, pursuant to which FE agreed to sell to Brookfield at the closing, and Brookfield agreed to purchase from FE, an incremental 30% equity interest in FET for a purchase price of $3.5 billion. The FET Equity Interest Sale closed on March 25, 2024 and FET continues to be consolidated in FirstEnergy's financial statements. The purchase price was paid in part by the issuance of two promissory notes at closing having an aggregate principal amount of $1.2 billion with: (i) one promissory note having an aggregate principal amount of $750 million, at an interest rate of 5.75% per annum, with a maturity date of September 25, 2025 and (ii) one promissory note having an aggregate principal amount of $450 million, at an interest rate of 7.75% per annum, with a maturity date of December 31, 2024. The remaining $2.3 billion of the purchase price was paid in cash at closing. On July 17, 2024, Brookfield paid FE approximately $1.2 billion in full satisfaction of the promissory notes**.** Interest income associated with the promissory notes was $24 million for the nine months ended September 30, 2024 and is reported within "Miscellaneous income, net" on FirstEnergy's Consolidated Statements of Income. As a result of the consummation of the transaction, Brookfield's interest in FET increased from 19.9% to 49.9%, while FE retained the remaining 50.1% ownership interests of FET.

On January 1, 2024, FirstEnergy consolidated the Pennsylvania Companies into FE PA, including OE subsidiary Penn, rendering FE PA a new, single operating entity and the successor-in-interest to all assets and liabilities of the Pennsylvania Companies. As of January 1, 2024, FE PA is FE's only regulated distribution power company in Pennsylvania encompassing the operations previously conducted individually by the Pennsylvania Companies. FE PA serves an area with a population of approximately 4.5 million and operates under the rate districts of the former Pennsylvania Companies. FirstEnergy continues to evaluate the legal, financial, operational and branding benefits of consolidating the Ohio Companies into a single Ohio power company.

Also on January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo, and PN and ME contributed their respective Class B equity interests of MAIT to FE, which were ultimately contributed to FET in exchange for a special purpose membership interest in FET. So long as FE holds the FET special purpose membership interests, it will receive 100% of any Class B distributions made by MAIT.

Post-pandemic economic conditions have stabilized across numerous material categories, but lead times have not returned to pre-pandemic levels. Several key suppliers have seen improvements with labor shortages and raw material availability and FirstEnergy continues to monitor the situation as capacity can be constrained with increased demand. Inflationary pressures have moderated, which has positively impacted the cost of materials, but certain categories have remained elevated. FirstEnergy continues to implement mitigation strategies to address supply constraints and does not expect service disruptions or any material impact on its capital investment plan. However, the situation remains fluid and a prolonged continuation or further increase in supply chain disruptions could have an adverse effect on FirstEnergy's results of operations, cash flow and financial condition.

In December 2023, FirstEnergy, executed a lift-out transaction with Banner Life Insurance Company and Reinsurance Group of America that transferred approximately $683 million of plan assets and $719 million of plan obligations, associated with approximately 1,900 former competitive generation employees, who will assume future and full responsibility to fund and administer their benefit payments. There was no change to the pension benefits for any participants as a result of the transfer. The transaction was funded by pension plan assets and resulted in a pre-tax gain of approximately $36 million, which was included in the fourth quarter 2023 pension mark-to-market charge. FirstEnergy expects that the transaction further de-risked potential volatility with the pension plan assets and liabilities, and FirstEnergy is currently evaluating another lift-out in 2024 of approximately $700 million in pension assets and plan obligations associated with former competitive generation employees based on market and other conditions.

As of September 30, 2024, FirstEnergy's net deficit in working capital (current assets less current liabilities) was primarily due to current portion of long-term debt, accounts payable, short-term borrowings and accrued interest, taxes, and compensation and benefits. FirstEnergy believes its cash from operations and available liquidity will be sufficient to meet its current working capital needs. See further discussion on cash from operations below.

Short-Term Borrowings / Revolving Credit Facilities

On October 18, 2021, FE, FET, the Electric Companies, ATSI, MAIT and TrAIL entered into the 2021 Credit Facilities, which were six separate senior unsecured five-year syndicated revolving credit facilities with JPMorgan Chase Bank, N.A., Mizuho Bank, Ltd. and PNC Bank, National Association that replaced the FE Revolving Facility and the FET Revolving Facility, and provide for aggregate commitments of $4.5 billion. Under the 2021 Credit Facilities, an aggregate amount of $4.5 billion is available to be borrowed, repaid and reborrowed, subject to each borrower's respective sublimit under the respective facilities. These credit facilities provide substantial liquidity to support the Regulated businesses, and each of the operating companies within the businesses.

On October 20, 2023, FE and certain of its subsidiaries entered into the amendments to each of the 2021 Credit Facilities to, among other things; (i) amend the FE Revolving Facility to release FET as a borrower and (ii) extend the maturity date of the 2021 Credit Facilities for an additional one-year period, from October 18, 2026 to October 18, 2027. Also, on October 20, 2023, each of FET and KATCo entered into the 2023 Credit Facilities. In connection with PA Consolidation, the Pennsylvania Companies' rights and obligations under their revolving credit facility were assumed by FE PA on January 1, 2024.

Under the FET Revolving Facility, $1.0 billion is available to be borrowed, repaid and reborrowed until October 20, 2028. Under the KATCo Revolving Facility, (i) $150 million is available to be borrowed, repaid and reborrowed until October 20, 2027, (ii) borrowings will mature on the earlier of 364 days from the date of borrowing or the commitment termination date, as the same may be extended; upon KATCo demonstrating to the administrative agent authorization to borrow amounts maturing more than 364 days from the date of borrowing, its borrowings will mature on the latest commitment termination date.

The 2021 Credit Facilities and 2023 Credit Facilities, as amended on October 24, 2024, are as follows:

- FE, $1.0 billion revolving credit facility;
- FET, $1.0 billion revolving credit facility;
- Ohio Companies, $800 million revolving credit facility;
- FE PA, $950 million revolving credit facility;
- JCP&L, $750 million revolving credit facility;
- MP and PE, $400 million revolving credit facility;
- ATSI, MAIT and TrAIL, $850 million revolving credit facility; and
- KATCo, $150 million revolving credit facility.

Borrowings under the 2021 Credit Facilities and 2023 Credit Facilities may be used for working capital and other general corporate purposes. Generally, borrowings under each of the credit facilities are available to each borrower separately and mature on the earlier of 364 days from the date of borrowing or the commitment termination date, as the same may be extended.

Each of the 2021 Credit Facilities and 2023 Credit Facilities contain financial covenants requiring each borrower, with the exception of FE, to maintain a consolidated debt-to-total-capitalization ratio (as defined under each of the 2021 Credit Facilities and 2023 Credit Facilities) of no more than 65%, and 75% for FET, measured at the end of each fiscal quarter. FE is required under its 2021 Credit Facility to maintain a consolidated interest coverage ratio of not less than 2.50 times, measured at the end of each fiscal quarter for the last four fiscal quarters beginning with the quarter ending December 31, 2021.

FirstEnergy's 2021 Credit Facilities and 2023 Credit Facilities bear interest at fluctuating interest rates, primarily based on SOFR, including term SOFR and daily simple SOFR. FirstEnergy has not hedged its interest rate exposure with respect to its floating rate debt. Accordingly, FirstEnergy's interest expense for any particular period will fluctuate based on SOFR and other variable interest rates. The high interest rate environment has caused the rate and interest expense on borrowings under the various FirstEnergy credit facilities to be significantly higher. Restricted access to capital markets and/or increased borrowing costs could have an adverse effect on FirstEnergy's results of operations, cash flows, financial condition and liquidity.

FirstEnergy had $75 million and $775 million of outstanding short-term borrowings as of September 30, 2024 and December 31, 2023, respectively. FirstEnergy's available liquidity from external sources as of October 28, 2024, was as follows:

Revolving Credit Facility	Maturity	Commitment	Available Liquidity
		(In millions)	
FE	October 2028	$ 1,000	$ 972
FET	October 2029	1,000	1,000
Ohio Companies	October 2028	800	769
FE PA	October 2028	950	931
JCP&L	October 2028	750	722
MP and PE	October 2028	400	359
ATSI, MAIT and TrAIL	October 2028	850	844
KATCo	October 2028	150	150
	Subtotal	$ 5,900	$ 5,747
	Cash and cash equivalents	—	290
	Total	$ 5,900	$ 6,037

The following table summarizes the limitations on short-term indebtedness applicable to each borrower under current regulatory approvals and applicable statutory and/or charter limitations as of September 30, 2024:

Individual Borrower	Regulatory Debt Limitations	Credit Facility Commitment	Debt-to-Total-Capitalization Ratio
	(In millions)		
FE	N/A	$ 1,000	N/A[2]
ATSI[1]	$ 500	350	39.8 %
CEI[1]	500	300	35.4 %
FET	N/A	1,000	65.8 %
FE PA[1]	1,250	950	50.5 %
JCP&L[1]	1,000	500 [4]	29.6 %
KATCo[1]	200	150	N/A[3]
MAIT[1]	400	350	36.7 %
MP[1]	500	250	50.7 %
OE[1]	500	300	54.2 %
PE[1]	150	150	50.9 %
TE[1]	300	200	47.2 %
TrAIL[1]	400	150	39.2 %

[1] Includes amounts which may be borrowed under the regulated companies' money pool.

[2] FE is not required to maintain a debt-to-total-capitalization ratio under the 2021 Credit Facilities and 2023 Credit Facilities. However, FE is required to maintain a consolidated interest coverage ratio of not less than 2.50 times, measured at the end of each fiscal quarter for the last four fiscal quarters beginning with the quarter ending December 31, 2021. FE's interest coverage ratio as of September 30, 2024 was approximately 4.5 times.

[3] KATCo does not have any outstanding debt as of September 30, 2024.

[4] On October 24, 2024, JCP&L's credit facility commitment was increased to $750 million.

Subject to each borrower's sublimit, the amounts noted below are available for the issuance of LOCs (subject to borrowings drawn under the 2021 Credit Facilities and 2023 Credit Facilities) expiring up to one year from the date of issuance. The stated amount of outstanding LOCs will count against total commitments available under each of the 2021 Credit Facilities and 2023 Credit Facilities and against the applicable borrower's borrowing sublimit. As of September 30, 2024, FirstEnergy had $159 million in outstanding LOCs, $31 million of which are outside of the revolving credit facilities.

Revolving Credit Facility	LOC Availability as of September 30, 2024	LOC Utilized as of September 30, 2024
	(In millions)	
FE	$ 100	$ 3
FET	100	—
Ohio Companies	150	31
FE PA	200	19
JCP&L	100	28
MP and PE	100	41
ATSI, MAIT and TrAIL	200	6
KATCo	35	—

The 2021 Credit Facilities and 2023 Credit Facilities do not contain provisions that restrict the ability to borrow or accelerate payment of outstanding advances in the event of any change in credit ratings of the borrowers. Pricing is defined in "pricing grids," whereby the cost of funds borrowed under the 2021 Credit Facilities and the 2023 Credit Facilities are related to the credit ratings of the company borrowing the funds. Additionally, borrowings under each of the 2021 Credit Facilities and 2023 Credit Facilities are subject to the usual and customary provisions for acceleration upon the occurrence of events of default, including a cross-default for other indebtedness in excess of $100 million.

As of September 30, 2024, the borrowers were in compliance with the applicable interest coverage and debt-to-total-capitalization ratio covenants in each case as defined under the 2021 Credit Facilities and 2023 Credit Facilities.

FirstEnergy Money Pools

FirstEnergy's regulated operating subsidiary companies also have the ability to borrow from each other and FE to meet their short-term working capital requirements. As of September 23, 2024, AGC and KATCo are participants in the regulated companies' money pool. Similar but separate arrangements exist among FirstEnergy's unregulated companies with AE Supply, FE, FET, FEV and certain other unregulated subsidiaries. As June 1, 2024, FET is no longer participating in the unregulated money pool. FESC administers these money pools and tracks surplus funds of FE and the respective regulated and unregulated subsidiaries, as the case may be, as well as proceeds available from bank borrowings. Companies receiving a loan under the money pool agreements must repay the principal amount of the loan, together with accrued interest, within 364 days of borrowing the funds. The rate of interest is the same for each company receiving a loan from their respective pool and is based on the average cost of funds available through the pool. The high interest rate environment has caused the rate and interest expense on borrowings under the various FirstEnergy credit facilities to be significantly higher.

Average Interest Rates	Regulated Companies' Money Pool		Unregulated Companies' Money Pool	
	2024	2023	2024	2023
For the Three Months Ended September 30,	5.43 %	6.48 %	6.35 %	5.78 %
For the Nine Months Ended September 30,	5.99 %	6.16 %	6.71 %	5.69 %

Long-Term Debt Capacity

FE's and its subsidiaries' access to capital markets and costs of financing are influenced by the credit ratings of their securities. The following table displays FE's and its subsidiaries' credit ratings as of October 28, 2024:

	Corporate Credit Rating			Senior Secured			Senior Unsecured			Outlook/Credit/Watch[1]		
Issuer	S&P	Moody's	Fitch	S&P	Moody's	Fitch	S&P	Moody's	Fitch	S&P	Moody's	Fitch
FE	BBB	Baa3	BBB	—	—	—	BBB-	Baa3	BBB	P	S	S
Distribution:												
CEI	BBB	Baa3	BBB+	—	—	—	BBB	Baa3	A-	P	S	P
OE	BBB+	A3	BBB+	A	A1	A	BBB+	A3	A-	P	S	P
TE	BBB+	Baa2	BBB+	A	A3	A	—	—	—	P	S	P
FE PA	BBB+	A3	BBB+	A	A1	—	BBB+	A3	A-	P	S	P
Integrated:												
JCP&L	BBB	A3	A-	—	—	—	BBB	A3	A	P	S	S
MP	BBB	Baa2	A-	A-	A3	A+	BBB	Baa2	—	S	S	S
AGC	BBB-	Baa2	A-	—	—	—	—	—	—	S	S	S
PE	BBB	Baa2	BBB+	A-	A3	A	—	—	—	S	S	S
Stand-Alone Transmission:												
FET	A-	Baa2	BBB+	—	—	—	BBB+	Baa2	BBB+	P	S	S
ATSI	A-	A3	A	—	—	—	A-	A3	A+	P	S	S
MAIT	A-	A3	A	—	—	—	A-	A3	A+	P	S	S
TrAIL	A-	A3	A	—	—	—	A-	A3	A+	P	S	S
KATCo	—	A3	A-	—	—	—	—	—	—	—	S	S

[1] S = Stable, P = Positive

On October 2, 2024, Fitch upgraded FE's rating to BBB from BBB-. Fitch also upgraded ratings of JCP&L, MP, AGC, FET, ATSI, MAIT, TrAIL, and KATCo, and put OE, CEI, and TE on positive outlook.

The applicable undrawn and drawn margin on the 2021 Credit Facilities and 2023 Credit Facilities are subject to ratings-based pricing grids. The applicable fee paid on the undrawn commitments under the 2021 Credit Facilities and 2023 Credit Facilities are based on each borrower's senior unsecured non-credit enhanced debt ratings as determined by S&P and Moody's. The fees paid on actual borrowings are determined based on each borrower's senior unsecured non-credit enhanced debt ratings as determined by S&P and Moody's.

The interest rates payable on approximately $2.1 billion in FE's senior unsecured notes are subject to adjustments from time to time if the ratings on the notes from any one or more of S&P, Moody's and Fitch decreases to a rating set forth in the applicable governing documents. Generally, a one-notch downgrade by the applicable rating agency may result in a 25 basis point coupon rate increase beginning at BB, Ba1, and BB+ for S&P, Moody's and Fitch, respectively, to the extent such rating is applicable to the series of outstanding senior unsecured notes, during the next interest period, subject to an aggregate cap of 2% from issuance interest rate.

Debt capacity is subject to the consolidated interest coverage ratio in the 2021 Credit Facilities. As of September 30, 2024, FirstEnergy could incur approximately $910 million of incremental interest expense or incur a $2.3 billion reduction to the consolidated interest coverage earnings numerator, as defined under the covenant, and FE would remain within the limitations of the financial covenant requirements of the 2021 Credit Facilities.

Cash Requirements and Commitments

FirstEnergy has certain obligations and commitments to make future payments under contracts. For an in-depth discussion of FirstEnergy's cash requirements and commitments, see "Capital Resources and Liquidity - Cash Requirements and Commitments" in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" within FirstEnergy's Form 10-K for the year ended December 31, 2023 (filed on February 13, 2024).

Changes in Cash Position

As of September 30, 2024, FirstEnergy had $439 million of cash and cash equivalents and $26 million of restricted cash as compared to $137 million of cash and cash equivalents and $42 million of restricted cash as of December 31, 2023, on the Consolidated Balance Sheets.

The following table summarizes the major classes of cash flow items:

	For the Nine Months Ended September 30,	
(In millions)	**2024**	**2023**
Net cash provided from operating activities	$ 1,847	$ 429
Net cash used for investing activities	(2,961)	(2,473)
Net cash provided from financing activities	1,400	1,982
Net change in cash, cash equivalents, and restricted cash	286	(62)
Cash, cash equivalents, and restricted cash at beginning of period	179	206
Cash, cash equivalents, and restricted cash at end of period	$ 465	$ 144

Cash Flows From Operating Activities

FirstEnergy's most significant sources of cash are derived from electric service provided by its operating subsidiaries. The most significant use of cash from operating activities is buying electricity to serve non-shopping customers, return of cash collateral associated with certain generation suppliers that serve shopping customers, pension contributions and paying fuel suppliers, employees, tax authorities, lenders and others for a wide range of materials and services.

Cash provided from operating activities was $1.8 billion and $429 million in the first nine months of 2024 and 2023, respectively. The increase in cash provided from operating activities, compared to the same period of 2023, is primarily due to:

- Lower payments, primarily on generation energy purchases for certain customers, net of related customer receivable receipts;
- The decrease in return of cash collateral to certain generation suppliers that serve shopping customers that was previously received as a result of changes in power prices;
- $750 million cash contribution to qualified pension plan in the second quarter of 2023;
- Receipt of the derivative lawsuit settlement proceeds in the second quarter of 2024;
- Higher net transmission revenue collection based on the timing of formula rate collections; and
- Higher returns from distribution, integrated, and transmission capital investments.

The increase in cash provided from operating activities was partially offset by:

- Lower dividend distribution received by FEV from its equity investments in Global Holding;
- Higher payments associated with Pennsylvania gross receipts taxes; and
- Payment of the SEC civil penalty and OOCIC settlement in the third quarter of 2024;

Cash Flows From Investing Activities

Cash used for investing activities in the first nine months of 2024 principally represented cash used for capital investments. The following table summarizes investing activities for the first nine months of 2024 and 2023:

	For the Nine Months Ended September 30,		
Cash Used for Investing Activities	**2024**	**2023**	**Increase (Decrease)**
	(In millions)		
Capital investments:			
Distribution Segment	$ 758	$ 662	$ 96
Integrated Segment	1,045	824	221
Stand-Alone Transmission Segment	875	747	128
Corporate / Other	58	33	25
Asset removal costs	212	190	22
Other	13	17	(4)
	$ 2,961	$ 2,473	$ 488

Cash used for investing activities for the first nine months of 2024 increased $488 million, compared to the same period of 2023, primarily due to capital investments.

Cash Flows From Financing Activities

In the first nine months of 2024 and 2023, cash provided from financing activities was $1.4 billion and $2.0 billion, respectively. The following table summarizes financing activities for the first nine months of 2024 and 2023:

	For the Nine Months Ended September 30,	
Financing Activities	**2024**	**2023**
	(In millions)	
New Issues:		
Unsecured notes	$ 1,200	$ 1,050
Unsecured convertible notes	—	1,500
FMBs	—	600
	$ 1,200	$ 3,150
Redemptions / Repayments:		
Unsecured notes	$ (963)	$ (494)
FMBs	(700)	—
Senior secured notes	(47)	(43)
	$ (1,710)	$ (537)
Short-term borrowings, net	$ (700)	$ 170
Proceeds from FET Equity Interest Sale (Note 1)	3,500	—
Noncontrolling interest cash distributions	(51)	(63)
Common stock dividend payments	(725)	(670)
Debt issuance and redemption costs, and other	(114)	(68)
	$ 1,400	$ 1,982

FirstEnergy had the following issuances and redemptions during the nine months ended September 30, 2024:

Company	Type	Redemption / Issuance Date	Interest Rate	Maturity	Amount *(In millions)*	Description
				Redemptions		
FE	Unsecured Notes	April, 2024	7.375%	2031	$463	FE redeemed all of its remaining $463 million of 2031 Notes including a premium of approximately $80 million ($63 million after-tax). In addition, FE recognized approximately $4 million ($3 million after-tax) of deferred cash flow hedge losses and $1 million in other unamortized debt costs and fees associated with the FE debt redemptions.
JCP&L	Unsecured Notes	April, 2024	4.70%	2024	$500	JCP&L redeemed unsecured notes that became due.
MP	FMBs	April, 2024	4.10%	2024	$400	MP redeemed FMBs that became due.
CEI	FMBs	August, 2024	5.50%	2024	$300	CEI redeemed FMBs that became due.
				Issuances		
ATSI	Unsecured Notes	March, 2024	5.63%	2034	$150	Proceeds were used to repay short-term borrowings, to finance capital expenditures and for other general corporate purposes.
MAIT	Unsecured Notes	May, 2024	5.94%	2034	$250	Proceeds were used to repay short-term borrowings, to finance capital expenditures and for other general corporate purposes.
FET	Unsecured Notes with registration rights	September, 2024	4.55%	2030	$400	Proceeds were or will be used to repay short-term borrowings, to redeem FET's $600 million 4.35% notes due 2025, to finance capital expenditures and for other general corporate purposes.
FET	Unsecured Notes with registration rights	September, 2024	5.00%	2035	$400	Proceeds were or will be used to repay short-term borrowings, to redeem FET's $600 million 4.35% notes due 2025, to finance capital expenditures and for other general corporate purposes.

On September 3, 2024, KATCo priced $200 million of senior notes due 2035 at 5.17%, which will be issued and funded on November 20, 2024.

As noted above, on September 5, 2024, FET issued $800 million of unsecured senior notes due in 2030 and 2035 in a private offering that included a registration rights agreement in which FET agreed to conduct an exchange offer of these senior notes for like principal amounts registered with the SEC. FET also agreed to file a shelf registration statement with the SEC to cover resales of the senior notes under certain circumstances. In the event FET's exchange offer is not completed or the shelf registration statement, if required, is not effective by the 366th day after September 5, 2024, or the effective shelf registration stops being effective for 60 days during any 12-month period, then additional interest will accrue on the coupon. Interest will accrue at a rate of 25 basis points for the first 90 days and an additional 25 basis points in the subsequent 90-day period, but not to exceed 50 basis points per year. However, if the additional interest is triggered, the interest rate will reset to the original notes rate once the registration statement is effective, or the shelf registration, if required, becomes effective. FET filed a registration statement on Form S-4 with the SEC on October 8, 2024.

FE or its affiliates may, from time to time, seek to retire or purchase outstanding debt through open-market purchases, privately negotiated transactions or otherwise. Such repurchases, if any, will be upon such terms and at such prices as FE or its affiliates may determine, and will depend on prevailing market conditions, liquidity requirements, contractual restrictions and other factors.

GUARANTEES AND OTHER ASSURANCES

FirstEnergy has various financial and performance guarantees and indemnifications, which are issued in the normal course of business. These contracts include performance guarantees, stand-by LOCs, debt guarantees, surety bonds and indemnifications. FirstEnergy enters into these arrangements to facilitate commercial transactions with third parties by enhancing the value of the transaction to the third party. The maximum potential amount of future payments FE and its subsidiaries could be required to make under these guarantees as of September 30, 2024, was $978 million, as summarized below:

Guarantees and Other Assurances	Maximum Exposure
	(In millions)
FE's Guarantees on Behalf of its Consolidated Subsidiaries[1]	
Deferred compensation arrangements	$ 427
Vehicle leases	75
Other	15
	517
FE's Guarantees on Other Assurances	
Surety Bonds[2]	191
Deferred compensation arrangements	111
LOCs	159
	461
Total Guarantees and Other Assurances	$ 978

[1] During the third quarter of 2023, FE was required by PJM to issue a guarantee to cover non-performance until FE PA is able to provide audited financial statements to PJM, which is expected to occur in early 2025. The guarantee is expected to be immaterial to FE.

[2] During the second quarter of 2023, FE was released from its $169 million surety bond to the Pennsylvania Department of Environmental Protection related to the Little Blue Run Disposal Impoundment.

Collateral and Contingent-Related Features

In the normal course of business, FE and its subsidiaries may enter into physical or financially settled contracts for the sale and purchase of electric capacity, energy, fuel and emission allowances. Certain agreements contain provisions that require FE or its subsidiaries to post collateral. This collateral may be posted in the form of cash or credit support with thresholds contingent upon FE's or its subsidiaries' credit rating from each of the major credit rating agencies. The collateral and credit support requirements vary by contract and by counterparty.

As of September 30, 2024, $160 million of collateral, mainly in the form of LOCs, has been posted by FE or its subsidiaries. FE or its subsidiaries are holding $35 million of net cash collateral as of September 30, 2024, from certain generation suppliers, and such amount is included in "Other current liabilities" on FirstEnergy's Consolidated Balance Sheets.

These credit-risk-related contingent features stipulate that if the subsidiary were to be downgraded or lose its investment grade credit rating (based on its senior unsecured debt rating), it would be required to provide additional collateral. The following table discloses the potential additional credit rating contingent contractual collateral obligations as of September 30, 2024:

Potential Collateral Obligations	Electric Companies and Transmission Companies	FE	Total
		(In millions)	
Contractual obligations for additional collateral			
Upon downgrade	$ 66	$ 1	$ 67
Surety bonds (collateralized amount)[1]	97	79	176
Total Exposure from Contractual Obligations	$ 163	$ 80	$ 243

[1] Surety bonds are not tied to a credit rating. Surety bonds' impact assumes maximum contractual obligations, which is ordinarily 100% of the face amount of the surety bond except with respect to $38 million of surety bond obligations for which the collateral obligation is capped at 60% of the face amount, and typical obligations require 30 days to cure.

MARKET RISK INFORMATION

FirstEnergy uses various market risk sensitive instruments, including derivative contracts, primarily to manage the risk of price and interest rate fluctuations. FirstEnergy's Enterprise Risk Management Committee, comprised of members of senior management, provides general oversight for risk management activities throughout FirstEnergy.

Commodity Price Risk

FirstEnergy has limited exposure to financial risks resulting from fluctuating commodity prices, such as prices for electricity, coal and energy transmission. FirstEnergy's Risk Management Department and Enterprise Risk Management Committee are responsible for promoting the effective design and implementation of sound risk management programs and overseeing compliance with corporate risk management policies and established risk management practice.

The valuation of derivative contracts is based on observable market information. As of September 30, 2024, FirstEnergy has a net asset of $8 million in non-hedge derivative contracts that are related to FTRs at certain of the Electric Companies. FTRs are subject to regulatory accounting and do not impact earnings. See Note 6, "Fair Value Measurements," of the Notes to Consolidated Financial Statements for additional details on FirstEnergy's FTRs.

Equity Price Risk

As of September 30, 2024, the FirstEnergy pension plan assets were allocated approximately as follows: 25% in equity securities, 23% in fixed income securities, 5% in alternatives, 9% in real estate, 19% in private debt/equity, 8% in derivatives and 11% in cash and short-term securities. As discussed above, FirstEnergy made a $750 million voluntary cash contribution to the qualified pension plan on May 12, 2023. FirstEnergy does not currently expect to have a required contribution to the pension plan until 2028, which based on various assumptions, including an expected rate of return on assets of 8.0%, is expected to be approximately $260 million. However, FirstEnergy may elect to contribute to the pension plan voluntarily.

As of September 30, 2024, FirstEnergy's OPEB plan assets were allocated approximately as follows: 54% in equity securities, 41% in fixed income securities and 5% in cash and short-term securities. See Note 4, "Pension and Other Post-Employment Benefits," of the Notes to Consolidated Financial Statements for additional details on FirstEnergy's pension and OPEB plans.

In the nine months ended September 30, 2024, FirstEnergy's OPEB plan assets have gained approximately 12.4% as compared to an annual expected return on plan assets of 7.0%. In the nine months ended September 30, 2024, FirstEnergy's qualified pension plan assets have gained approximately 6.1% as compared to an annual expected return on plan assets of 8.0%.

Interest Rate Risk

FirstEnergy recognizes net actuarial gains or losses for its pension and OPEB plans in the fourth quarter of each fiscal year and whenever a plan is determined to qualify for a remeasurement. A primary factor contributing to these actuarial gains and losses are changes in the discount rates used to value pension and OPEB obligations as of the measurement date and the difference between expected and actual returns on the plans' assets.

The remaining components of pension and OPEB expense, primarily service costs, interest cost on obligations, expected return on plan assets and amortization of prior service costs, are set at the beginning of the calendar year (unless a remeasurement is triggered) and are recorded on a monthly basis. Changes in asset performance and discount rates will not impact these pension costs for 2024, unless an additional remeasurement were to be triggered during the year, however, future years could be impacted by changes in the market.

FirstEnergy utilizes a spot rate approach in the estimation of the components of benefit cost by applying specific spot rates along the full yield curve to the relevant projected cash flows. As of September 30, 2024, the spot rate was 5.0% and 4.9% for pension and OPEB obligations, respectively, as compared to 5.05% and 4.97% as of December 31, 2023, respectively.

The final discount rate and return or loss on plan assets as of the year-end remeasurement date is difficult to predict based on the currently volatile equity markets and interest rate environment. As a result, FirstEnergy is unable to determine or meaningfully project the mark-to-market adjustment, or estimate a reasonable range of adjustment, that will be recorded as of December 31, 2024.

FirstEnergy's 2021 Credit Facilities and 2023 Credit Facilities bear interest at fluctuating interest rates, primarily based on SOFR, including term SOFR and daily simple SOFR. FirstEnergy has not hedged its interest rate exposure with respect to its floating rate debt. Accordingly, FirstEnergy's interest expense for any particular period will fluctuate based on SOFR and other variable interest rates. The high interest rate environment has caused the rate and interest expense on borrowings under the various FirstEnergy credit facilities to be significantly higher.

Economic Conditions

Post-pandemic economic conditions have stabilized across numerous material categories, but lead times have not returned to pre-pandemic levels. Several key suppliers have seen improvements with labor shortages and raw material availability and FirstEnergy continues to monitor the situation as capacity can be constrained with increased demand. Inflationary pressures have moderated, which has positively impacted the cost of materials, but certain categories have remained elevated. FirstEnergy continues to implement mitigation strategies to address supply constraints and does not expect service disruptions or any

material impact on its capital investment plan. However, the situation remains fluid and a prolonged continuation or further increase in supply chain disruptions could have an adverse effect on FirstEnergy's results of operations, cash flow and financial condition.

CREDIT RISK

Credit risk is the risk that FirstEnergy would incur a loss as a result of nonperformance by counterparties of their contractual obligations. FirstEnergy maintains risk policies and procedures with respect to counterparty credit (including a requirement that counterparties maintain specified credit ratings) and requires other assurances in the form of credit support or collateral in certain circumstance in order to limit counterparty credit risk. FirstEnergy has concentrations of suppliers and customers among electric companies, financial institutions and energy marketing and trading companies. These concentrations may impact FirstEnergy's overall exposure to credit risk, positively or negatively, as counterparties may be similarly affected by changes in economic, regulatory or other conditions. In the event an energy supplier of the Ohio Companies, FE PA, JCP&L or PE defaults on its obligation, the affected company would be required to seek replacement power in the market. In general, subject to regulatory review or other processes, it is expected that appropriate incremental costs incurred by these entities would be recoverable from customers through applicable rate mechanisms, thereby mitigating the financial risk for these entities. FirstEnergy's credit policies to manage credit risk include the use of an established credit approval process, daily credit mitigation provisions, such as margin, prepayment or collateral requirements. FirstEnergy and its subsidiaries may request additional credit assurance, in certain circumstances, in the event that the counterparties' credit ratings fall below investment grade, their tangible net worth falls below specified percentages or their exposures exceed an established credit limit.

OUTLOOK

INCOME TAXES

The IRA of 2022, among other things, imposes a new 15% corporate AMT based on AFSI applicable to corporations with a three-year average AFSI over $1 billion. The AMT is effective for the 2023 tax year and, if applicable, corporations must pay the greater of the regular corporate income tax or the AMT. The IRA of 2022 requires the U.S. Treasury to provide regulations and other guidance necessary to administer the AMT, including further defining allowable adjustments to determine AFSI, which directly impacts the amount of AMT to be paid. On September 12, 2024, the U.S. Treasury issued proposed regulations for the AMT for comment. The U.S. Treasury will issue final regulations after it has reviewed comments and held a public hearing on the proposed regulations, which is not expected to occur until next year. Although FirstEnergy is assessing the proposed regulations, it continues to believe that it is more likely than not that it will be subject to AMT going forward, however, the completion of the U.S. Treasury's rulemaking process and the future issuance of final regulations could significantly change FirstEnergy's AMT estimates or its conclusion as to whether it is an AMT payer at all. Additionally, the regulatory treatment of the impacts of this legislation may also be subject to regulation by FERC and/or applicable state regulatory authorities. Any adverse development in this legislation, including guidance from the U.S. Treasury and/or the IRS or unfavorable regulatory treatment, could negatively impact FirstEnergy's cash flows, results of operations, and financial condition. As further discussed below, FirstEnergy expects to pay regular federal corporate income tax in 2024, due in large part to the gain realized from closing the FET Equity Interest Sale.

As discussed above, on March 25, 2024, FirstEnergy closed on the FET Equity Interest Sale, realizing an approximate $7.3 billion tax gain from the combined sale of 49.9% of the membership interests in FET for the consideration received and recapture of negative tax basis in FET. In the first quarter of 2024, FirstEnergy recognized a net tax charge of approximately $46 million, comprised of updates to estimated deferred tax liability for the deferred gain from the 19.9% sale of FET in May 2022, deferred tax liability related to its ongoing investment in FET, and valuation allowance associated with the expected utilization of certain state NOL carryforwards impacted by the sale and the PA Consolidation. During the first quarter of 2024, FirstEnergy also recognized a reduction to OPIC of approximately $797 million for federal and state income tax associated with the tax gain from closing on the FET Equity Interest Sale. As of December 31, 2023, FirstEnergy had approximately $8.1 billion of gross federal NOL carryforwards that will be used to offset a majority of the tax gain from the FET Equity Interest Sale and expected taxable income in 2024, however, due to certain limitations on NOL utilization enacted in the Tax Act, FirstEnergy expects that a portion of the NOL will carry into 2025 and possibly beyond. As a result of the FET Equity Interest Sale, FET and its subsidiaries deconsolidated from FirstEnergy's consolidated federal income tax group and now constitute their own consolidated federal income tax group subject to their own income tax allocation agreement.

Due to a private letter ruling recently issued by the IRS to an unaffiliated utility company, FirstEnergy is evaluating the potential requirement to transition certain of its Electric Companies and Transmission Companies to stand-alone treatment of NOL carryforwards for ratemaking purposes. Currently, none of FirstEnergy's Electric Companies or Transmission Companies have transitioned to stand-alone treatment. FirstEnergy expects that if and where transitioning is required, those impacted Electric Companies and Transmission Companies will make the appropriate regulatory filing(s) in their applicable jurisdiction to include the NOL carryforward deferred tax asset in rate base and revenue requirement, which could have a material, favorable impact on future net income.

STATE REGULATION

Each of the Electric Companies retail rates, conditions of service, issuance of securities and other matters are subject to regulation in the states in which it operates - in Maryland by the MDPSC, in New Jersey by the NJBPU, in Ohio by the PUCO, in Pennsylvania by the PPUC, in West Virginia by the WVPSC and in New York by the NYPSC. The transmission operations of PE and TrAIL in Virginia, ATSI in Ohio, the Transmission Companies in Pennsylvania, PE and MP in West Virginia, and PE in Maryland are subject to certain regulations of the VSCC, PUCO, PPUC, WVPSC, and MDPSC, respectively. In addition, under Ohio law, municipalities may regulate rates of a public utility, subject to appeal to the PUCO if not acceptable to the utility. Further, if any of the FirstEnergy affiliates were to engage in the construction of significant new transmission facilities, depending on the state, they may be required to obtain state regulatory authorization to site, construct and operate the new transmission facility.

MARYLAND

PE operates under MDPSC approved base rates that were effective as of October 19, 2023, and that were subsequently modified by an MDPSC order dated January 3, 2024, which became effective as of March 1, 2024. PE also provides SOS pursuant to a combination of settlement agreements, MDPSC orders and regulations, and statutory provisions. SOS supply is competitively procured in the form of rolling contracts of varying lengths through periodic auctions that are overseen by the MDPSC and a third-party monitor. Although settlements with respect to SOS supply for PE customers have expired, service continues in the same manner until changed by order of the MDPSC. PE recovers its costs plus a return for providing SOS.

The EmPOWER Maryland program previously required each electric utility to file a plan to reduce electric consumption and demand 0.2% per year, up to the ultimate goal of 2% annual savings. The passage of the Climate Solutions Now Act of 2022 modified the annual incremental energy efficiency targets to 2% per year from 2022 through 2024, 2.25% per year in 2025 and 2026, and 2.5% per year in 2027 and thereafter. On August 1, 2023, PE filed its proposed plan for the 2024-2026 cycle as required by the MDPSC. Additionally at the direction of the MDPSC, PE together with other Maryland utilities were required to address GHG reductions in addition to energy efficiency. In compliance with the MDPSC directive, PE submitted three scenarios with projected costs over a three-year cycle of $311 million, $354 million, and $510 million, respectively. The MDPSC conducted hearings on the proposed plans for all Maryland utilities on November 6-8, 2023. On December 29, 2023, the MDPSC issued an order approving the $311 million scenario for most programs, with some modifications. On August 15, 2024, in accordance with the MDPSC directive, PE filed a revised plan for the remainder of the 2024-2026 cycle to comply with refined GHG reduction targets with a total budget of $314 million. Hearings were held regarding the revised plan on October 22-24, 2024. An MDPSC order regarding PE's revised plan remains pending. PE recovers EmPOWER program costs with a return on unamortized balances through an annually reconciled surcharge, with certain costs subject to recovery over a five-year amortization period. Maryland law only allows for the utility to recover lost distribution revenue attributable to energy efficiency or demand reduction programs through a base rate case proceeding. Consistent with a December 29, 2022, order by the MDPSC phasing out the unamortized balances of EmPOWER investments, PE is required to expense 33% of its EmPOWER program costs in 2024, 67% in 2025, and 100% in 2026 and beyond. Notwithstanding the order to phase out the unamortized balances of EmPOWER investments, all previously unamortized costs for prior cycles were to be collected by the end of 2029, consistent with the plan PE submitted on January 11, 2023. In the 2024-2026 order issued on December 29, 2023, the period to pay down the unamortized balances was extended through the end of 2030. On February 21, 2024, the MDPSC approved PE's tariff to recover costs in 2024 but directed PE to analyze alternative amortization methods for possible use in later years. New legislation signed into law on May 9, 2024, and effective July 1, 2024, is expected to reduce the return on the EmPOWER unamortized balances for PE by a total of $25 to $30 million over the period of 2024-2030. On July 31, 2024, the MDPSC issued an order implementing revised EmPOWER surcharge rates for PE in accordance with the new law and denying PE's request for a hearing that sought to challenge certain portions of the law. On August 30, 2024, PE filed a petition seeking judicial review of the law.

NEW JERSEY

JCP&L operates under NJBPU approved rates that took effect as of February 15, 2024, and became effective for customers as of June 1, 2024. JCP&L provides BGS for retail customers who do not choose a third-party EGS and for customers of third- party EGSs that fail to provide the contracted service. All New Jersey EDCs participate in this competitive BGS procurement process and recover BGS costs directly from customers as a charge separate from base rates.

The base rate increase approved by the NJBPU on February 14, 2024, took effect on February 15, 2024, and became effective for customers on June 1, 2024. Until those new rates became effective for customers, JCP&L was amortizing an existing regulatory liability totaling approximately $18 million to offset the base rate increase that otherwise would have occurred in this period. Under the base rate case settlement agreement, JCP&L also agreed to a two-phase reliability improvement plan to enhance the reliability related to 18 high-priority circuits, the first phase of which began on February 14, 2024, and represents an approximate investment of $95 million. Additionally, JCP&L recognized a $53 million pre-tax charge in the first quarter 2024 at the Integrated segment within "Other operating expenses" on the FirstEnergy Consolidated Statements of Income, associated with certain corporate support costs recorded to capital accounts from the FERC Audit that were determined, as a result of the settlement agreement, to be disallowed from future recovery.

JCP&L has implemented energy efficiency and peak demand reduction programs in accordance with the New Jersey Clean Energy Act as approved by the NJBPU in April 2021. The NJBPU approved plans include recovery of lost revenues resulting from the programs and a three-year plan (July 2021-June 2024) including total program costs of $203 million, of which $160 million of investment is recovered over a ten-year amortization period with a return as well as $43 million in operations and maintenance expenses and financing costs recovered on an annual basis. On May 22, 2024, the NJBPU approved JCP&L's request for a six-month extension of the EE&C Plan I, to December 31, 2024. The budget for the extension period adds approximately $69 million to the original program cost and JCP&L will recover the costs of the extension period and the revenue impact of sales losses resulting therefrom through two separate tariff riders. On December 1, 2023, JCP&L filed a related petition with the NJBPU requesting approval of its EE&C Plan II, which covers the January 1, 2025 through June 30, 2027 period and has a proposed budget of approximately $964 million. EE&C Plan II consists of a portfolio of ten energy efficiency programs, one peak demand reduction program and one building decarbonization program. Under the proposal, JCP&L would recover its EE&C Plan II revenue requirements and lost revenues from reduced electricity sales associated with EE&C Plan II. Public hearings were held on June 11, 2024, and the parties are currently engaged in settlement discussions. On July 1, 2024, the NJBPU suspended the procedural schedule. A final NJBPU decision and order was required no later than October 15, 2024, however, the parties submitted a stipulation to extend this deadline to October 31, 2024, which was approved on October 15, 2024. On October 18, 2024, the parties entered into and filed with the NJBPU a stipulation of settlement, wherein the parties agreed to a budget of approximately $817 million for EE&C Plan II, including $784 million of investments that will earn a return on equity of 9.6%, with an equity ratio of 52%, and be recovered over 10 years.

The settlement of the distribution rate case in 2020, provided among other things, that JCP&L would be subject to a management audit, which began in May 2021. On April 12, 2023, the NJBPU accepted the final management audit report for filing purposes and ordered that interested stakeholders file comments on the report by May 22, 2023, which deadline was extended until July 31, 2023. JCP&L and one other party filed comments on July 31, 2023.

On September 17, 2021, in connection with Mid-Atlantic Offshore Development, LLC, a transmission company jointly owned by Shell New Energies US and EDF Renewables North America, JCP&L submitted a proposal to the NJBPU and PJM to build transmission infrastructure connecting offshore wind-generated electricity to the New Jersey power grid. On October 26, 2022, the JCP&L proposal was accepted, in part, in an order issued by NJBPU. The proposal, as accepted, included approximately $723 million in investments for JCP&L to both build new and upgrade existing transmission infrastructure. JCP&L's proposal projects an investment ROE of 10.2% and includes the option for JCP&L to acquire up to a 20% equity stake in Mid-Atlantic Offshore Development, LLC. The resulting rates associated with the project are expected to be shared among the ratepayers of all New Jersey electric utilities. On April 17, 2023, JCP&L applied for the FERC "abandonment" transmission rates incentive, which would provide for recovery of 100% of the cancelled prudent project costs that are incurred after the incentive is approved, and 50% of the costs incurred prior to that date, in the event that some or all of the project is cancelled for reasons beyond JCP&L's control. On August 21, 2023, FERC approved JCP&L's application, effective August 22, 2023. On October 31, 2023, offshore wind developer, Orsted, announced plans to cease development of two offshore wind projects in New Jersey—Ocean Wind 1 and 2—having a combined planned capacity of 2,248 MWs. Orsted's cancellation does not affect JCP&L's awarded projects and JCP&L is moving forward with preconstruction activities for the planned transmission infrastructure. Construction is expected to begin in 2025.

Consistent with the commitments made in its proposal to the NJBPU, JCP&L formally submitted in November 2023 the first part of its application to the DOE to finance a substantial portion of the project using low-interest rate loans available under the DOE's Energy Infrastructure Reinvestment Program of the IRA of 2022. JCP&L submitted the second part of its two-part application on March 13, 2024, which was approved on May 17, 2024. The DOE Loan Program Office has initiated a due diligence review of the application, during which period the DOE and JCP&L will continue to negotiate the terms of the loan.

On November 9, 2023, JCP&L filed a petition for approval of its EnergizeNJ with the NJBPU that would, among other things, support grid modernization, system resiliency and substation modernization in technologies designed to provide enhanced customer benefits. JCP&L proposes EnergizeNJ will be implemented over a five-year budget period with estimated costs of approximately $935 million over the deployment period, of which, $906 million is capital investments and $29 million is operating and maintenance expenses. Under the proposal, the capital costs of EnergizeNJ would be recovered through JCP&L's base rates via annual and semi-annual base rate adjustment filings. The 2023 base rate case stipulation that was filed on February 2, 2024, necessitated amendments to the EnergizeNJ program. On February 14, 2024, the NJBPU approved the stipulated settlement between JCP&L and various parties, resolving JCP&L's request for a distribution base rate increase. On February 27, 2024, as part of the stipulated settlement, JCP&L amended its pending EnergizeNJ petition following receipt of NJBPU approval of the base rate case settlement, to remove the high-priority circuits that are to be addressed in the first phase of its reliability improvement plan and to include the second phase of its reliability improvement plan that is expected to further address certain high-priority circuits that require additional upgrades. EnergizeNJ, if approved as amended, will result in the investment of approximately $930.5 million of total estimated costs over five years. JCP&L and various parties are engaged in settlement discussions with respect to the pending EnergizeNJ petition.

OHIO

The Ohio Companies operate under PUCO-approved base distribution rates that became effective in 2009. The Ohio Companies operated under ESP IV through May 31, 2024, which provided for the supply of power to non-shopping customers at a market-

based price set through an auction process. ESP IV also continued the DCR rider, which supports continued investment related to the distribution system for the benefit of customers, with revenue cap increases of $15 million per year through May 31, 2024. In addition, ESP IV includes: (1) continuation of a base distribution rate freeze through May 31, 2024; (2) a goal across FirstEnergy to reduce CO2 emissions by 90% below 2005 levels by 2045; and (3) contributions, totaling $51 million to: (a) fund energy conservation programs, economic development and job retention in the Ohio Companies' service territories; (b) establish a fuel-fund in each of the Ohio Companies' service territories to assist low-income customers; and (c) establish a Customer Advisory Council to ensure preservation and growth of the competitive market in Ohio. Since June 1, 2024, the Ohio Companies have operated under ESP V, as modified by the PUCO, and as further described below. On October 29, 2024, the Ohio Companies filed notice of their intent to withdraw ESP V and proposed the terms under which they would resume operating under ESP IV. The Ohio Companies' application is subject to PUCO review and approval.

On April 5, 2023, the Ohio Companies filed an application with the PUCO for approval of ESP V, for an eight-year term beginning June 1, 2024, and continuing through May 31, 2032. On May 15, 2024, the PUCO issued an order approving ESP V with modifications. ESP V, as modified by the PUCO, became effective June 1, 2024 and continues through May 31, 2029, and provides for, among other things, the continuation of existing riders related to purchased power, transmission and uncollectibles, the continuation of the DCR rider with proposed annual revenue cap increases until new base rates are established, the continuation of the AMI rider, and the addition of new riders for storm recovery and vegetation management, with terms and conditions to be established in the base rate case. The ESP V order additionally directed the Ohio Companies to file another base distribution rate case not later than May 31, 2028, develop an electric vehicle education program to assist customers in transitioning to electric vehicles and contribute $32.5 million during the term of ESP V to fund low-income customer bill assistance programs and bill assistance for income-eligible senior citizens, which was recognized in the second quarter of 2024 within "Other operating expenses" at the Regulated Distribution segment and on FirstEnergy's Consolidated Statements of Income. On June 14, 2024, the Ohio Companies filed an Application for Rehearing seeking greater certainty regarding the key terms of ESP V over the approved term and proposed modifications to the May 15, 2024 order. The Ohio Companies also proposed modifications to ESP V to resolve their Application for Rehearing including, among other things, a reduced three-year ESP V term, approval of certain riders over the full three-year proposed ESP V term, full recovery of investments in the DCR and proposed modifications to preserve the economic value of the order for customers, including a commitment to forego pursuit of the Ohio Companies' request for an enhanced vegetation management program in the 2024 base distribution rate case. Other parties also filed applications for rehearing. As the PUCO did not rule on any applications for rehearing within 30 days of filing, all applications for rehearing were denied by operation of law. Due to the risks and uncertainty resulting from the Ohio Companies' application for rehearing being denied by operation of law, on October 29, 2024, the Ohio Companies filed a notice of their intent to withdraw ESP V and proposed the terms under which they would resume operating under ESP IV. The Ohio Companies' application is subject to PUCO review and approval. The Ohio Companies expect to file an application with the PUCO for ESP VI by early next year in an effort to align with the ongoing base distribution rate case proceedings.

On May 31, 2024, the Ohio Companies filed their application for an increase in base distribution rates based on a 2024 calendar year test period. The Ohio Companies requested a net increase in base distribution revenues of approximately $94 million with a return on equity of 10.8% and capital structures of 44% debt and 56% equity for CEI, 46% debt and 54% equity for OE, and 45% debt and 55% equity for TE, which reflects a roll-in of current riders such as DCR and AMI. Key components of the base rate case filing include a proposal to change pension and OPEB recovery to the delayed recognition method and to implement a mechanism to establish a regulatory asset (or liability) to recover (or refund) net differences between the amount of pension and OPEB expense requested in the proceeding and the actual annual amount each year using this method. Additionally, the Ohio Companies request recovery of certain incurred costs, including the impact of major storms, a program to convert streetlights to LEDs, and others. On June 14, 2024, the Ohio Companies filed supporting testimony. On July 31, 2024, the Ohio Companies filed an update that adjusted the net increase in base distribution revenues to approximately $190 million and incorporated matters in the rate case as directed by the PUCO's ESP V order. The Ohio Companies would expect to update their application for an increase in base distribution rates after the PUCO issues its order with respect to the Ohio Companies' withdrawal of ESP V.

On May 16, 2022, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2021, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. On May 15, 2023, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2022, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. On May 15, 2024, the Ohio Companies filed their application for determination of the existence of SEET under ESP IV for calendar year 2023, which demonstrated that each of the individual Ohio Companies did not have significantly excessive earnings. These matters remain pending before the PUCO.

On July 15, 2022, the Ohio Companies filed an application with the PUCO for approval of phase two of their distribution grid modernization plan that would, among other things, provide for the installation of an additional 700 thousand smart meters, distribution automation equipment on approximately 240 distribution circuits, voltage regulating equipment on approximately 220 distribution circuits, and other investments and pilot programs in related technologies designed to provide enhanced customer benefits. The Ohio Companies propose that phase two will be implemented over a four-year budget period with estimated capital investments of approximately $626 million and operations and maintenance expenses of approximately $144 million over the deployment period. Under the proposal, costs of phase two of the grid modernization plan would be recovered through the Ohio Companies' AMI rider, pursuant to the terms and conditions approved in ESP IV. On April 12, 2024, the Ohio Companies and

certain of the parties filed a stipulation that modified the Ohio Companies' application for phase two of its grid modernization plan. The stipulation, which is subject to PUCO approval, provides for the deployment of smart meters to the balance of the Ohio Companies' customers or approximately 1.4 million meters. Phase two of the distribution grid modernization plan, as modified by the stipulation would be completed over a four-year budget period with estimated capital investments of approximately $421 million. On April 15, 2024, the Ohio Companies filed a motion to consolidate their phase two distribution grid modernization plan proceeding with three audit proceedings pending before the PUCO, which was granted on May 23, 2024. Evidentiary hearings began on June 5, 2024 and concluded on July 2, 2024.

On September 8, 2020, the OCC filed motions in the Ohio Companies' corporate separation audit and DMR audit dockets, requesting the PUCO to open an investigation and management audit, hire an independent auditor, and require FirstEnergy to show it did not improperly use money collected from consumers or violate any utility regulatory laws, rules or orders in its activities regarding HB 6. On December 30, 2020, in response to the OCC's motion, the PUCO reopened the DMR audit docket, and directed PUCO staff to solicit a third-party auditor and conduct a full review of the DMR to ensure funds collected from customers through the DMR were only used for the purposes established in ESP IV. On June 2, 2021, the PUCO selected an auditor, and the auditor filed the final audit report on January 14, 2022, which made certain findings and recommendations. The report found that spending of DMR revenues was not required to be tracked, and that DMR revenues, like all rider revenues, are placed into the regulated money pool as a matter of routine, where the funds lose their identity. Therefore, the report could not suggest that DMR funds were used definitively for direct or indirect support for grid modernization. The report also concluded that there was no documented evidence that ties revenues from the DMR to lobbying for the passage of HB 6, but also could not rule out with certainty uses of DMR funds to support the passage of HB 6. The report further recommended that the regulated companies' money pool be audited more frequently and the Ohio Companies adopt formal dividend policies. Final comments and responses were filed by parties during the second quarter of 2022. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On February 26, 2024, the Attorney Examiner consolidated this proceeding with the expanded DCR rider audit proceeding described below. Evidentiary hearings are scheduled to begin February 3, 2025.

On September 15, 2020, the PUCO opened a new proceeding to review the political and charitable spending by the Ohio Companies in support of HB 6 and the subsequent referendum effort, and directed the Ohio Companies to show cause, demonstrating that the costs of any political or charitable spending in support of HB 6, or the subsequent referendum effort, were not included, directly or indirectly, in any rates or charges paid by customers. The Ohio Companies initially filed a response stating that the costs of any political or charitable spending in support of HB 6, or the subsequent referendum effort, were not included, directly or indirectly, in any rates or charges paid by customers, but on August 6, 2021, filed a supplemental response explaining that, in light of the facts set forth in the DPA and the findings of the DCR rider audit report further discussed below, political or charitable spending in support of HB 6, or the subsequent referendum effort, affected pole attachment rates paid by approximately $15 thousand. On October 26, 2021, the OCC filed a motion requesting the PUCO to order an independent external audit to investigate FE's political and charitable spending related to HB 6, and to appoint an independent review panel to retain and oversee the auditor. In November and December 2021, parties filed comments and reply comments regarding the Ohio Companies' original and supplemental responses to the PUCO's September 15, 2020, show cause directive. On May 4, 2022, the PUCO selected a third-party auditor to determine whether the show cause demonstration submitted by the Ohio Companies is sufficient to ensure that the cost of any political or charitable spending in support of HB 6 or the subsequent referendum effort was not included, directly or indirectly, in any rates or charges paid by ratepayers. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On September 30, 2024, the third-party auditor's report was filed. The audit examined 53 payments totaling approximately $75 million made in support of the passage of HB 6 and subsequent referendum efforts, and concluded that less than $5 million was allocated to the Ohio Companies. The audit report affirmed the Ohio Companies' conclusion in its August 6, 2021 filing that a rate impact of less than $15 thousand was charged to the Ohio Companies' pole attachment customers associated with political and charitable spending in support of HB 6. On October 22, 2024, parties filed comments on the audit report.

In connection with an ongoing audit of the Ohio Companies' policies and procedures relating to the code of conduct rules between affiliates, on November 4, 2020, the PUCO initiated an additional corporate separation audit as a result of the FirstEnergy leadership transition announcement made on October 29, 2020, as further discussed below. The additional audit is to ensure compliance by the Ohio Companies and their affiliates with corporate separation laws and the Ohio Companies' corporate separation plan. The additional audit is for the period from November 2016 through October 2020. The final audit report was filed on September 13, 2021. The audit report makes no findings of major non-compliance with Ohio corporate separation requirements, minor non-compliance with eight requirements, and findings of compliance with 23 requirements. Parties filed comments and reply comments on the audit report. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On September 20, 2024, intervenors filed testimony recommending fines for alleged violations of the Ohio corporate separation requirements. Evidentiary hearings were held on October 9 and 10, 2024; the scope of the hearings excluded allegations involving activities related to the passage of HB 6 and the former PUCO chairman, which will be addressed at a later time. To the extent the PUCO ultimately accepts the intervenors' recommendations and issues a fine to the Ohio Companies, FirstEnergy does not expect any such fine to be material to FirstEnergy.

On September 3, 2024, the Ohio Companies filed an application to amend their corporate separation plan to incorporate certain recommendations from prior audit reports, which include, but are not limited to, improving non-regulated competitive employees' physical space and access to data, updating and implementing a process to annually review the cost allocation manual, developing state specific codes of conduct practices, and implementing additional training related to the cost allocation manual and the state codes of conduct. On October 24, 2024, the administrative law judge issued an entry suspending automatic approval of the amended corporate separation plan and establishing a procedural schedule.

In connection with an ongoing annual audit of the Ohio Companies' DCR rider for 2020, and as a result of disclosures in FirstEnergy's Form 10-K for the year ended December 31, 2020 (filed on February 18, 2021), the PUCO expanded the scope of the audit on March 10, 2021, to include a review of certain transactions that were either improperly classified, misallocated, or lacked supporting documentation, and to determine whether funds collected from customers were used to pay the vendors, and if so, whether or not the funds associated with those payments should be returned to customers through the DCR rider or through an alternative proceeding. On August 3, 2021, the auditor filed its final report on this phase of the audit, and the parties submitted comments and reply comments on this audit report in October 2021. Additionally, on September 29, 2021, the PUCO expanded the scope of the audit in this proceeding to determine if the costs of the naming rights for FirstEnergy Stadium have been recovered from the Ohio Companies' customers. On November 19, 2021, the auditor filed its final report, in which the auditor concluded that the FirstEnergy Stadium naming rights expenses were not recovered from Ohio customers. On December 15, 2021, the PUCO further expanded the scope of the audit to include an investigation into an apparent nondisclosure of a side agreement in the Ohio Companies' ESP IV settlement proceedings, but stayed its expansion of the audit until otherwise ordered by the PUCO. The proceeding was stayed in its entirety, including discovery and motions, continuously at the request of the U.S. Attorney for the Southern District of Ohio beginning in August 2022 and was lifted on February 26, 2024. On February 26, 2024, the Attorney Examiner consolidated this proceeding with the Rider DMR audit proceeding described above, and further lifted the stay of the portion of the investigation relating to an apparent nondisclosure of a side agreement. Evidentiary hearings are scheduled to begin February 3, 2025.

On March 1, 2024, the Attorney Examiner issued an Entry in all four PUCO investigations that, among other things, precluded taking or offering the testimony of Charles E. Jones, Michael J. Dowling, or the now-deceased, former chairman of the PUCO through deposition or other means, or requiring these individuals to produce documents, in any PUCO proceeding, until otherwise ordered.

On September 22, 2023, OCC filed an application for rehearing challenging the PUCO's August 23, 2023, order to stay the pending HB 6 related matters above, which the PUCO denied on October 18, 2023. On November 17, 2023, OCC filed an application for rehearing challenging the October 18, 2023 entry to the extent the PUCO decided not to stay pending proceedings regarding ESP V as well as phases one and two of the Ohio Companies' distribution grid modernization plans. On November 27, 2023, the Ohio Companies filed a memorandum contra OCC's application for rehearing. As the PUCO did not rule on OCC's November 17, 2023 application for rehearing within 30 days of filing, the application for rehearing was denied by operation of law.

In the fourth quarter of 2020, motions were filed with the PUCO requesting that the PUCO amend the Ohio Companies' riders for collecting the OVEC-related charges required by HB 6 to provide for refunds in the event such provisions of HB 6 are repealed. Neither the Ohio Companies nor FE benefit from the OVEC-related charges the Ohio Companies collect. Instead, the Ohio Companies are further required by HB 6 to remit all the OVEC-related charges they collect to non-FE Ohio electric distribution utilities. The Ohio Companies contested the motions, which are pending before the PUCO.

See below for additional details on the government investigations and ongoing litigation surrounding the investigation of HB 6.

PENNSYLVANIA

The Pennsylvania Companies operated under rates approved by the PPUC, effective as of January 27, 2017. On January 1, 2024, each of the Pennsylvania Companies merged with and into FE PA. As a result of the PA Consolidation, FE PA will have five rate districts in Pennsylvania – four that correspond to the territories previously serviced by ME, PN, Penn, and WP and one rate district that corresponds to WP's service provided to The Pennsylvania State University. The rate districts created by the PA Consolidation will not reach full rate unity until the earlier of 2033 or the conclusion of three base rate cases filed after January 1, 2025.

Pursuant to Pennsylvania Act 129 of 2008 and PPUC orders, the Pennsylvania Companies implemented energy efficiency and peak demand reduction programs with demand reduction targets, relative to 2007-2008 peak demands, at 2.9% MW for ME, 3.3% MW for PN, 2.0% MW for Penn, and 2.5% MW for WP; and energy consumption reduction targets, as a percentage of the Pennsylvania Companies' historic 2009 to 2010 reference load at 3.1% MWh for ME, 3.0% MWh for PN, 2.7% MWh for Penn, and 2.4% MWh for WP. The fourth phase of FE PA's energy efficiency and peak demand reduction program, which runs for the five-year period beginning June 1, 2021 through May 31, 2026, was approved by the PPUC on June 18, 2020, providing through cost recovery of approximately $390 million to be recovered through Energy Efficiency and Conservation Phase IV Riders for each FE PA rate district.

Pennsylvania EDCs are permitted to seek PPUC approval of an LTIIP for accelerated infrastructure improvements and costs related to highway relocation projects, after which a DSIC may be approved to recover LTIIP costs. On January 16, 2020, the PPUC approved the Pennsylvania Companies' LTIIPs for the five-year period beginning January 1, 2020 and ending December 31, 2024 for a total capital investment of approximately $572 million for certain infrastructure improvement initiatives. On July 22, 2024, FE PA filed its application with the PPUC seeking approval for the next phase of its LTIIP program, which is expected to result in approximately $1.6 billion in investments, with approximately $1.4 billion of such investments going in service during the five-year period beginning January 1, 2025 and ending December 31, 2029.

On May 5, 2023, FirstEnergy and Brookfield submitted applications to FERC and to the PPUC to facilitate the FET Equity Interest Sale. On May 12, 2023, the parties also filed an application with the VSCC, which was approved on June 20, 2023. On August 14, 2023, FERC issued an order approving the FET Equity Interest Sale. On November 24, 2023, CFIUS notified FET, Brookfield and the Abu Dhabi Investment Authority, as an indirect investor in FET through Brookfield, that it had determined that there were no unresolved national security issues and its review of the transaction was concluded. On November 29, 2023, the parties filed a settlement agreement recommending that the PPUC approve the transaction subject to the terms of the settlement, which includes among other things, a number of ring-fencing provisions and a commitment to improve transmission reliability over the next five years. The settlement was approved by the PPUC on March 14, 2024. The transaction closed on March 25, 2024.

On April 2, 2024, FE PA filed a base rate case with the PPUC, based on a projected 2025 annual test year. The rate case requests a net increase in base distribution revenues of approximately $502 million with a return on equity of 11.3% and capital structure of 46.2% debt and 53.8% equity, and reflects a roll-in of several current riders such as DSIC, Tax Act and smart meter. The increase represents an overall net average rate increase in FE PA rates by approximately 7.7%, and a 10.5% average residential rate increase. Key components of the base rate case filing include a proposal to change pension recovery from average cash contributions to the delayed recognition method and to implement a mechanism to establish a regulatory asset (or liability) to recover (or refund) net differences between the amount of pension expense requested in the proceeding and the actual annual amount each year using this method. Additionally, FE PA requested an enhanced ten-year vegetation management program and recovery of certain incurred costs, including major storms, COVID-19, a program to convert streetlights to LEDs, and others. On September 13, 2024, FE PA and the active parties to the proceeding filed a joint settlement agreement requesting that the administrative law judges to approve FE PA's requested distribution base rate case increase subject to the terms and conditions of the settlement, which includes, among other things, an annual net revenue increase of $225 million. Other key components of the settlement agreement include recovery of costs incurred for storms and COVID-19, additional cost recovery of ongoing storm costs, inspection and maintenance of overhead lines and transformers, and rate case expenses, as well as an enhanced vegetation management program. On October 15, 2024, the administrative law judges issued a decision recommending that the PPUC approve, without modification, the September 13, 2024 settlement agreement. The settlement agreement is pending PPUC approval. A PPUC decision is expected in December 2024, with new rates becoming effective in January 2025.

WEST VIRGINIA

MP and PE provide electric service to all customers through traditional cost-based, regulated utility ratemaking and operate under WVPSC-approved rates. MP and PE recover net power supply costs, including fuel costs, purchased power costs and related expenses, net of related market sales revenue through the ENEC. MP's and PE's ENEC rate is typically updated annually.

On August 31, 2023, MP and PE filed with the WVPSC their annual ENEC case requesting an increase in ENEC rates of $167.5 million beginning January 1, 2024, which represented a 9.9% increase in overall rates. This increase, which was driven primarily by higher fuel expenses, included the approximate $92 million carried over from the 2022 ENEC proceeding and a portion of the approximately $267 million under recovery balance at the end of the review period (July 1, 2022 to June 30, 2023). The remaining $75.6 million of the under recovery balance not recovered in 2024 was to be deferred for collection during 2025, with an annual carrying charge of 4%. A hearing was held on November 30, 2023, at which time a joint stipulation for settlement that was agreed to by all but one party was presented to the WVPSC. The settlement provided for a net $55.4 million increase in ENEC rates beginning March 27, 2024 with the net deferred ENEC balance of approximately $184 million to be recovered from 2025 through 2026. There will be no 2024 ENEC case unless MP and PE over or under recover by more than $50 million from January through June 2024 and a party elects to invoke a case filing, neither of which occurred. An order was issued on March 26, 2024 approving the settlement without modification and rates became effective on March 27, 2024. MP and PE will file their next ENEC filing on or before September 1, 2025.

On April 21, 2022, the WVPSC issued an order approving, effective May 1, 2022, a tariff to offer solar power on a voluntary basis to West Virginia customers and requiring MP and PE to subscribe at least 85% of the planned 50 MWs of solar generation before seeking approval for surcharge cost recovery. MP and PE must seek separate approval from the WVPSC to recover any solar generation costs in excess of the approved solar power tariff. On April 24, 2023, MP and PE sought approval for surcharge cost recovery from the WVPSC for three of the five solar sites, representing 30 MWs of generation. On August 23, 2023, the WVPSC approved the customer surcharge and granted approval to construct three of the five solar sites. The surcharge went into effect January 1, 2024. The first solar generation site went into service in January 2024 and the second solar generation site went into

service in September 2024. Construction of the remaining sites are expected to be completed by the end of 2025 at a total investment cost of approximately $110 million.

On January 13, 2023, MP and PE filed a request with the WVPSC seeking approval of new depreciation rates for existing and future capital assets. Specifically, MP and PE were seeking to increase depreciation expense by approximately $76 million per year, primarily for regulated generation-related assets. Any depreciation rates approved by the WVPSC would not become effective until new base rates were established. On August 22, 2023, a unanimous settlement of the case was filed recommending a $33 million per year increase in depreciation expense, effective April 1, 2024. An order from the WVPSC was issued on March 26, 2024 approving the settlement without modification and new depreciation rates became effective on April 1, 2024.

On May 31, 2023, MP and PE filed a base rate case with the WVPSC requesting a total revenue increase of approximately $207 million utilizing a test year of 2022 with adjustments plus a request to establish a regulatory asset (or liability) to recover (or refund) in a subsequent base rate case the net differences between the amount of pension and OPEB expense requested in the proceeding (based on average expense from 2018 to 2022) and the actual annual amount each year using the delayed recognition method. Among other things, the increase included the approximate $75 million requested in a depreciation case filed on January 13, 2023 and described above, and amounts to support a new low-income customer advocacy program, storm restoration work and service reliability investments. On January 23, 2024, MP, PE and various parties filed a joint settlement agreement with the WVPSC, which recommended a base rate increase of $105 million, inclusive of the $33 million increase in depreciation expense, but deferred issues related to a change in the net energy metering credit. Additionally, the settlement included a new low-income customer advocacy program, a pilot program for service reliability investments and recovery of costs related to storm restoration, retired generation assets and COVID-19. The settlement did not include the request to establish a regulatory asset (or liability) for recovery (or refund) associated with pension and OPEB expense, however, it did not preclude MP and PE from pursuing that in a future separate proceeding. On February 16, 2024, interested parties filed a settlement on the net energy metering credit for consideration by the WVPSC. An order was issued on March 26, 2024 approving the $105 million increase and accepting the settlements with slight non-material modifications with new rates going into effect on March 27, 2024. Additionally, due to the order including approval by the WVPSC to recover certain costs associated with retired generation assets, MP recognized a $60 million pre-tax benefit in the first quarter of 2024 to establish a regulatory asset.

FERC REGULATORY MATTERS

Under the Federal Power Act, FERC regulates rates for interstate wholesale sales and transmission of electric power, regulatory accounting and reporting under the Uniform System of Accounts, and other matters, including construction and operation of hydroelectric projects. With respect to their wholesale services and rates, the Electric Companies, AE Supply and the Transmission Companies are subject to regulation by FERC. FERC regulations require JCP&L, MP, PE and the Transmission Companies to provide open access transmission service at FERC-approved rates, terms and conditions. Transmission facilities of JCP&L, MP, PE and the Transmission Companies are subject to functional control by PJM and transmission service using their transmission facilities is provided by PJM under the PJM Tariff. On January 1, 2024, WP transferred certain of its Pennsylvania-based transmission assets to KATCo.

FERC regulates the sale of power for resale in interstate commerce in part by granting authority to public utilities to sell wholesale power at market-based rates upon showing that the seller cannot exert market power in generation or transmission or erect barriers to entry into markets. The Electric Companies and AE Supply each have the necessary authorization from FERC to sell their wholesale power, if any, in interstate commerce at market-based rates, although in the case of the Electric Companies major wholesale purchases remain subject to review and regulation by the relevant state commissions.

Federally enforceable mandatory reliability standards apply to the bulk electric system and impose certain operating, record-keeping and reporting requirements on the Electric Companies, AE Supply, and the Transmission Companies. NERC is the Electric Reliability Organization designated by FERC to establish and enforce these reliability standards, although NERC has delegated day-to-day implementation and enforcement of these reliability standards to six regional entities, including RFC. All of the facilities that FirstEnergy operates are located within the RFC region. FirstEnergy actively participates in the NERC and RFC stakeholder processes, and otherwise monitors and manages its companies in response to the ongoing development, implementation and enforcement of the reliability standards implemented and enforced by RFC.

FirstEnergy believes that it is in material compliance with all currently effective and enforceable reliability standards. Nevertheless, in the course of operating its extensive electric utility systems and facilities, FirstEnergy occasionally learns of isolated facts or circumstances that could be interpreted as excursions from the reliability standards. If and when such occurrences are found, FirstEnergy develops information about the occurrence and develops a remedial response to the specific circumstances, including in appropriate cases “self-reporting” an occurrence to RFC. Moreover, it is clear that NERC, RFC and FERC will continue to refine existing reliability standards as well as to develop and adopt new reliability standards. Any inability on FirstEnergy’s part to comply with the reliability standards for its bulk electric system could result in the imposition of financial

penalties, or obligations to upgrade or build transmission facilities, that could have a material adverse effect on its financial condition, results of operations, and cash flows.

FERC Audit

FERC's Division of Audits and Accounting initiated a nonpublic audit of FESC in February 2019. Among other matters, the audit is evaluating FirstEnergy's compliance with certain accounting and reporting requirements under various FERC regulations. On February 4, 2022, FERC filed the final audit report for the period of January 1, 2015 through September 30, 2021, which included several findings and recommendations that FirstEnergy has accepted. The audit report included a finding and related recommendation on FirstEnergy's methodology for allocation of certain corporate support costs to regulatory capital accounts under certain FERC regulations and reporting. Effective in the first quarter of 2022 and in response to the finding, FirstEnergy had implemented a new methodology for the allocation of these corporate support costs to regulatory capital accounts for its regulated distribution and transmission companies on a prospective basis. With the assistance of an independent outside firm, FirstEnergy completed an analysis during the third quarter of 2022 of these costs and how it impacted certain FERC-jurisdictional wholesale transmission customer rates for the audit period of 2015 through 2021. As a result of this analysis, FirstEnergy recorded in the third quarter of 2022 approximately $45 million ($34 million after-tax) in expected customer refunds, plus interest, due to its wholesale transmission customers and reclassified approximately $195 million of certain transmission capital assets to operating expenses for the audit period, of which $90 million ($67 million after-tax) are not expected to be recoverable and impacted FirstEnergy's earnings since they relate to costs capitalized during stated transmission rate time periods. FirstEnergy is currently recovering approximately $105 million of costs reclassified to operating expenses in its transmission formula rate revenue requirements, of which $85 million of costs have been recovered as of September 30, 2024. These reclassifications also resulted in a reduction to the Regulated Transmission segment's rate base by approximately $160 million, which is not expected to materially impact FirstEnergy or the segment's future earnings. The expected wholesale transmission customer refunds were recognized as a reduction to revenue, and the amount of reclassified transmission capital assets that are not expected to be recoverable were recognized within "Other operating expenses" at the Regulated Transmission segment and on FirstEnergy's Consolidated Statements of Income. Furthermore, FirstEnergy's Electric Companies are in the process of addressing the outcomes of the FERC Audit with the applicable state commissions and proceedings, which includes seeking continued rate base treatment of approximately $200 million of certain corporate support costs allocated to distribution capital assets in Ohio and Pennsylvania.

On December 8, 2023, FERC audit staff issued a letter advising that two unresolved audit matters, primarily related to FirstEnergy's plan to recover the reclassified operating expenses in formula transmission rates, were being referred to other offices within FERC for further review. On July 5, 2024, the FERC Office of Enforcement issued a set of data requests related to the 2022 reclassification of operating expenses, to which FirstEnergy replied. In addition, on September 26, 2024, the FERC Office of Energy Market Regulation issued data requests to FirstEnergy, which was also related to the 2022 reclassification of operating expenses, to which FirstEnergy replied. If the FERC Office of Energy Market Regulation and the FERC Office of Enforcement were to successfully challenge the recovery of the 2022 reclassified operating expenses and formula transmission rates it could have material adverse effect on FirstEnergy financial conditions, result of operations, and cash flows. In addition, on September 10, 2024, the FERC Office of Enforcement issued a second set of data requests related to the classification and recovery of a since terminated fuel consulting contract, to which FirstEnergy replied.

ATSI ROE – Ohio Consumers Counsel v. ATSI, et al.

On February 24, 2022, the OCC filed a complaint with FERC against ATSI, AEP's Ohio affiliates and American Electric Power Service Corporation, and Duke Energy Ohio, LLC asserting that FERC should reduce the ROE utilized in the utilities' transmission formula rates by eliminating the 50 basis point adder associated with RTO membership, effective February 24, 2022. The OCC contends that this result is required because Ohio law mandates that transmission owning utilities join an RTO and that the 50 basis point adder is applicable only where RTO membership is voluntary. On December 15, 2022, FERC denied the complaint as to ATSI and Duke, but granted it as to AEP. AEP and OCC appealed FERC's orders to the Sixth Circuit and the case remains pending. FirstEnergy is unable to predict the outcome of this proceeding, but it is not expected to have a material impact.

Transmission ROE Methodology

A proposed rulemaking proceeding concerning transmission rate incentives provisions of Section 219 of the 2005 Energy Policy Act was initiated in March of 2020 remains pending before FERC. Among other things, the rulemaking explored whether utilities should collect an "RTO membership" ROE incentive adder for more than three years. FirstEnergy is a member of PJM, and its transmission subsidiaries could be affected by the proposed rulemaking. FirstEnergy participated in comments on the supplemental rulemaking that were submitted by a group of PJM transmission owners and by various industry trade groups. If there were to be any changes to FirstEnergy's transmission incentive ROE, such changes will be applied on a prospective basis.

Transmission Planning Supplemental Projects: Ohio Consumers Counsel v ATSI, et al.

On September 27, 2023, the OCC filed a complaint against ATSI, PJM and other transmission utilities in Ohio alleging that the PJM Tariff and operating agreement are unjust, unreasonable, and unduly discriminatory because they include no provisions to ensure PJM's review and approval for the planning, need, prudence and cost-effectiveness of the PJM Tariff Attachment M-3 "Supplemental Projects." Supplemental Projects are projects that are planned and constructed to address local needs on the transmission system. The OCC demands that FERC: (i) require PJM to review supplemental projects for need, prudence and cost-effectiveness; (ii) appoint an independent transmission monitor to assist PJM in such review; and (iii) require that Supplemental Projects go into rate base only through a "stated rate" procedure whereby prior FERC approval would be needed for projects with costs that exceed an established threshold. ATSI and the other transmission utilities in Ohio and PJM filed comments and the complaint is pending before FERC.

ENVIRONMENTAL MATTERS

Various federal, state and local authorities regulate FirstEnergy with regard to air and water quality, hazardous and solid waste disposal, and other environmental matters. While FirstEnergy's environmental policies and procedures are designed to achieve compliance with applicable environmental laws and regulations, such laws and regulations are subject to periodic review and potential revision by the implementing agencies. FirstEnergy cannot predict the timing or ultimate outcome of any of these reviews or how any future actions taken as a result thereof may materially impact its business, results of operations, cash flows and financial condition.

Clean Air Act

FirstEnergy complies with SO_2 and NOx emission reduction requirements under the CAA and SIP by burning lower-sulfur fuel, utilizing combustion controls and post-combustion controls and/or using emission allowances.

CSAPR requires reductions of NOx and SO_2 emissions in two phases (2015 and 2017), ultimately capping SO_2 emissions in affected states to 2.4 million tons annually and NOx emissions to 1.2 million tons annually. CSAPR allows trading of NOx and SO_2 emission allowances between power plants located in the same state and interstate trading of NOx and SO_2 emission allowances with some restrictions. On July 28, 2015, the D.C. Circuit ordered the EPA to reconsider the CSAPR caps on NOx and SO_2 emissions from power plants in 13 states, including West Virginia. This followed the 2014 U.S. Supreme Court ruling generally upholding the EPA's regulatory approach under CSAPR but questioning whether the EPA required upwind states to reduce emissions by more than their contribution to air pollution in downwind states. The EPA issued a CSAPR Update on September 7, 2016, reducing summertime NOx emissions from power plants in 22 states in the eastern U.S., including West Virginia, beginning in 2017. Various states and other stakeholders appealed the CSAPR Update to the D.C. Circuit in November and December 2016. On September 13, 2019, the D.C. Circuit remanded the CSAPR Update to the EPA citing that the rule did not eliminate upwind states' significant contributions to downwind states' air quality attainment requirements within applicable attainment deadlines.

Also in March 2018, the State of New York filed a CAA Section 126 petition with the EPA alleging that NOx emissions from nine states (including West Virginia) significantly contribute to New York's inability to attain the ozone National Ambient Air Quality Standards. The petition sought suitable emission rate limits for large stationary sources that are allegedly affecting New York's air quality within the three years allowed by CAA Section 126. On September 20, 2019, the EPA denied New York's CAA Section 126 petition. On October 29, 2019, the State of New York appealed the denial of its petition to the D.C. Circuit. On July 14, 2020, the D.C. Circuit reversed and remanded the New York petition to the EPA for further consideration. On March 15, 2021, the EPA issued a revised CSAPR Update that addressed, among other things, the remands of the prior CSAPR Update and the New York Section 126 petition. In December 2021, MP purchased NOx emissions allowances to comply with 2021 ozone season requirements. On April 6, 2022, the EPA published proposed rules seeking to impose further significant reductions in EGU NOx emissions in 25 upwind states, including West Virginia, with the stated purpose of allowing downwind states to attain or maintain compliance with the 2015 ozone National Ambient Air Quality Standards. On February 13, 2023, the EPA disapproved 21 SIPs, which was a prerequisite for the EPA to issue a final Good Neighbor Plan or FIP. On June 5, 2023, the EPA issued the final Good Neighbor Plan with an effective date 60 days thereafter. Certain states, including West Virginia, have appealed the disapprovals of their respective SIPs, and some of those states have obtained stays of those disapprovals precluding the Good Neighbor Plan from taking effect in those states. On August 10, 2023, the 4th Circuit granted West Virginia an interim stay of the disapproval of its SIP and on January 10, 2024, after a hearing held on October 27, 2023, granted a full stay which precludes the Good Neighbor Plan from going into effect in West Virginia. In addition to West Virginia, certain other states, and certain trade organizations, including the Midwest Ozone Group of which FE is a member, separately filed petitions for review and motions to stay the Good Neighbor Plan itself at the D.C. Circuit. On September 25, 2023, the D.C. Circuit denied the motions to stay the Good Neighbor Plan. On October 13, 2023, the aggrieved parties filed an Emergency Application for an Immediate Stay of the Good Neighbor Plan with the U.S. Supreme Court. Oral argument was heard on February 21, 2024. On June 27, 2024, the U.S. Supreme Court granted a stay of the Good Neighbor Plan pending disposition of the petition for review in the D.C. Circuit.

Climate Change

In March 2024, the SEC issued final rules to require public companies to disclose certain climate-related information in registration statements and annual reports filed with the SEC. As adopted, the final climate disclosure rules mandate the disclosure of climate-related risks and the material impacts that severe weather events and other natural conditions have had, or are reasonably likely to have, on FirstEnergy, as well as disclosures related to management and FE Board oversight of such risks. In April 2024, the SEC voluntarily stayed the final climate disclosure rules pending resolution of legal challenges. FirstEnergy currently is assessing the impact of the final climate disclosure rules on its business. There are several initiatives to reduce GHG emissions at the state, federal and international level. Certain northeastern states are participating in the Regional Greenhouse Gas Initiative and western states, including California, have implemented programs to control emissions of certain GHGs and enhance public disclosures relating to the same. Additional policies reducing GHG emissions, such as demand reduction programs, renewable portfolio standards and renewable subsidies have been implemented across the nation.

As part of its climate strategy, FirstEnergy has pledged to achieve carbon neutrality by 2050 with respect to GHGs within FirstEnergy's direct operational control (known as Scope 1 emissions). With respect to our coal-fired plants in West Virginia, which serve as the primary source of our Scope 1 emissions, we have identified that the end of the useful life date is 2035 for Fort Martin and 2040 for Harrison. Determination of the useful life of the regulated coal-fired generation could result in changes in depreciation, and/or continued collection of net plant in rates after retirement, securitization, sale, impairment, or regulatory disallowances. If MP is unable to recover these costs, it could have a material adverse effect on FirstEnergy's and/or MP's financial condition, results of operations, and cash flow. FirstEnergy cannot currently estimate the financial impact of climate change policies, including the final SEC rules, although potential legislative or regulatory programs restricting CO2 emissions, or litigation alleging damages from GHG emissions, could require material capital and other expenditures or result in changes to its operations.

In December 2009, the EPA released its final "Endangerment and Cause or Contribute Findings for GHGs under the Clean Air Act," concluding that concentrations of several key GHGs constitute an "endangerment" and may be regulated as "air pollutants" under the CAA and mandated measurement and reporting of GHG emissions from certain sources, including electric generating plants. Subsequently, the EPA released its final CPP regulations in August 2015 to reduce CO2 emissions from existing fossil fuel-fired EGUs and finalized separate regulations imposing CO2 emission limits for new, modified, and reconstructed fossil fuel-fired EGUs. Numerous states and private parties filed appeals and motions to stay the CPP with the D.C. Circuit in October 2015. On February 9, 2016, the U.S. Supreme Court stayed the rule during the pendency of the challenges to the D.C. Circuit and U.S. Supreme Court. On March 28, 2017, an executive order, entitled "Promoting Energy Independence and Economic Growth," instructed the EPA to review the CPP and related rules addressing GHG emissions and suspend, revise or rescind the rules if appropriate. On June 19, 2019, the EPA repealed the CPP and replaced it with the ACE rule that established guidelines for states to develop standards of performance to address GHG emissions from existing coal-fired generation. On January 19, 2021, the D.C. Circuit vacated and remanded the ACE rule declaring that the EPA was "arbitrary and capricious" in its rule making and, as such, the ACE rule is no longer in effect and all actions thus far taken by states to implement the federally mandated rule are now null and void. Vacating the ACE rule had the unintended effect of reinstating the CPP because the repeal of the CPP was a provision within the ACE rule. The D.C. Circuit decision was appealed by several states and interested parties, including West Virginia, arguing that the EPA did not have the authorization under Section 111(d) of the CAA to require "generation shifting" as a way to limit GHGs. On June 30, 2022, the U.S. Supreme Court in West Virginia v. Environmental Protection Agency held that the method the EPA used to regulate GHGs (generation shifting) under Section 111(d) of the CAA (the CPP) was not authorized by Congress and remanded the rule to the EPA for further reconsideration. In response, on May 23, 2023, the EPA published a proposed rule pursuant to CAA Section 111 (b) and (d) in line with the decision in West Virginia v. Environmental Protection Agency intended to reduce power sector GHG emissions (primarily CO2 emissions) from fossil fuel based EGUs. The rule, which proposed stringent GHG emissions limitations based on fuel type and unit retirement date, was issued as final by the EPA on April 25, 2024. In May 2024, a group of 25 states, including West Virginia, filed a challenge to the rule in the D.C. Circuit. Also in May 2024, other utility groups, including the Midwest Ozone Group and Electric Generators for a Sensible Transition, both of which MP is a member, filed petitions for review of the GHG rule as well as motions to stay the rule in the D.C. Circuit. On July 19, 2024, the D.C. Circuit denied the stay motions and on July 23 and 26, 2024 the aggrieved petitioners filed emergency stay applications to the U.S. Supreme Court. Depending on the outcome of any appeals, compliance with these standards could require additional capital expenditures or changes in operation at the Ft. Martin and Harrison power stations.

Clean Water Act

Various water quality regulations, the majority of which are the result of the federal Clean Water Act and its amendments, apply to FirstEnergy's facilities. In addition, the states in which FirstEnergy operates have water quality standards applicable to FirstEnergy's operations.

On September 30, 2015, the EPA finalized new, more stringent effluent limits for the Steam Electric Power Generating category (40 CFR Part 423) for arsenic, mercury, selenium and nitrogen for wastewater from wet scrubber systems and zero discharge of pollutants in ash transport water. The treatment obligations were to phase-in as permits are renewed on a five-year cycle from 2018 to 2023. However, on April 13, 2017, the EPA granted a Petition for Reconsideration and on September 18, 2017, the EPA postponed certain compliance deadlines for two years. On August 31, 2020, the EPA issued a final rule revising the effluent limits

for discharges from wet scrubber systems, retaining the zero-discharge standard for ash transport water, (with some limited discharge allowances), and extending the deadline for compliance to December 31, 2025 for both. In addition, the EPA allows for less stringent limits for sub-categories of generating units based on capacity utilization, flow volume from the scrubber system, and unit retirement date. On March 29, 2023, the EPA published proposed revised ELGs applicable to coal-fired power plants that include more stringent effluent limitations for wet scrubber systems and ash transport water, and new limits on landfill leachate. The rule was issued as final by the EPA on April 25, 2024. On May 30, 2024, the Utility Water Act Group, of which FirstEnergy is a member, filed a Petition for Review of the 2024 ELG Rule with the U.S. Court of Appeals for the Fifth and Eighth Circuit Courts, and on June 18, 2024, the Utility Water Group filed a motion to stay the Rule pending disposition on the merits. A number of other parties have challenged the final rule in various petitions for review across several circuits. Those petitions have been consolidated and will be reviewed by the U.S. Court of Appeals for the Eighth Circuit Court. Depending on the outcome of appeals and how final revised rules are ultimately implemented, compliance with these standards could require additional capital expenditures or changes in operation at closed and active landfills, and at the Ft. Martin and Harrison power stations from what was approved by the WVPSC in September 2022 to comply with the 2020 ELG rule. FirstEnergy is currently assessing the impact of the final rule.

Regulation of Waste Disposal

Federal and state hazardous waste regulations have been promulgated as a result of the Resource Conservation and Recovery Act, as amended, and the Toxic Substances Control Act. Certain CCRs, such as coal ash, were exempted from hazardous waste disposal requirements pending the EPA's evaluation of the need for future regulation.

In April 2015, the EPA finalized regulations for the disposal of CCRs (non-hazardous), establishing national standards for landfill design, structural integrity design and assessment criteria for surface impoundments, groundwater monitoring and protection procedures and other operational and reporting procedures to assure the safe disposal of CCRs from electric generating plants. On September 13, 2017, the EPA announced that it would reconsider certain provisions of the final regulations. On July 29, 2020, the EPA published a final rule again revising the date that certain CCR impoundments must cease accepting waste and initiate closure to April 11, 2021. The final rule allowed for an extension of the closure deadline based on meeting identified site-specific criteria. On November 30, 2020, AE Supply submitted a closure deadline extension request to the EPA seeking to extend the cease accepting waste date for the McElroy's Run CCR impoundment facility to October 2024, which request was withdrawn by AE Supply on July 9, 2024, prior to the completion of the technical review by the EPA. As of May 31, 2024, AE Supply ceased accepting waste at the McElroy's Run CCR impoundment facility from Pleasants Power Station. As of September 30, 2024, AE Supply continues to operate the dry landfill adjacent to McElroy's Run as a disposal facility for Pleasants Power Station. AE Supply continues to evaluate closure options for McElroy's Run, including the potential transfer of the site and remediation obligations to a third-party, as well as other interpretation changes to its closure plans. As a result, during the second quarter of 2024, AE Supply reviewed its ARO and future expected costs to remediate McElroy's Run and the adjacent dry landfill, resulting in an increase to the ARO liability and corresponding increase to "Other operating expense" of $87 million, which is further described above in Note 8, "Asset Retirement Obligations."

On May 8, 2024, the EPA finalized changes to the CCR regulations addressing inactive surface impoundments at inactive electric utilities, known as legacy CCR surface impoundments. The rule extends 2015 CCR Rule requirements for groundwater monitoring and protection, operational and reporting procedures as well as closure requirements to impoundments and landfills that were not originally included for coverage by the 2015 CCR Rule. Furthermore, the EPA's interpretations of the EPA CCR regulations continue to evolve through enforcement and other regulatory actions. FirstEnergy is currently assessing the potential impacts of the final rule, including a review of additional sites to which the new rule might be applicable. Depending on the outcome of appeals and the ultimate implementation of the final rule, compliance with these standards could require remedial actions, including removal of coal ash. See Note 8, "Asset Retirement Obligations," above for a description of the $125 million increase to its ARO FirstEnergy recorded during the second quarter of 2024 as a result of its analysis. During the third quarter of 2024, FirstEnergy determined that an additional site became applicable under the CCR rules, which resulted in a $25 million increase to the ARO, with a corresponding increase to the asset retirement cost.

FE or its subsidiaries have been named as potentially responsible parties at waste disposal sites, which may require cleanup under the CERCLA. Allegations of disposal of hazardous substances at historical sites and the liability involved are often unsubstantiated and subject to dispute; however, federal law provides that all potentially responsible parties for a particular site may be liable on a joint and several basis. Environmental liabilities that are considered probable have been recognized on FirstEnergy's Consolidated Balance Sheets as of September 30, 2024 based on estimates of the total costs of cleanup, FirstEnergy's proportionate responsibility for such costs and the financial ability of other unaffiliated entities to pay. Total liabilities of approximately $96 million have been accrued through September 30, 2024, of which approximately $69 million are for environmental remediation of former MGP and gas holder facilities in New Jersey, which are being recovered by JCP&L through a non-bypassable societal benefits charge. FE or its subsidiaries could be found potentially responsible for additional amounts or additional sites, but the loss or range of losses cannot be determined or reasonably estimated at this time.

OTHER LEGAL PROCEEDINGS

United States v. Larry Householder, et al.

On July 21, 2020, a complaint and supporting affidavit containing federal criminal allegations were unsealed against the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. In March 2023, a jury found Mr. Householder and his co-defendant, Matthew Borges, guilty and in June 2023, the two were sentenced to prison for 20 and five years, respectively. Messrs. Householder and Borges have appealed their sentences. Also, on July 21, 2020, and in connection with the U.S. Attorney's Office's investigation, FirstEnergy received subpoenas for records from the U.S. Attorney's Office for the Southern District Ohio. FirstEnergy was not aware of the criminal allegations, affidavit or subpoenas before July 21, 2020.

On July 21, 2021, FE entered into a three-year DPA with the U.S. Attorney's Office that, subject to court proceedings, resolves this matter. Under the DPA, FE has agreed to the filing of a criminal information charging FE with one count of conspiracy to commit honest services wire fraud. The DPA requires that FirstEnergy, among other obligations: (i) continue to cooperate with the U.S. Attorney's Office in all matters relating to the conduct described in the DPA and other conduct under investigation by the U.S. government; (ii) pay a criminal monetary penalty totaling $230 million within sixty days, which shall consist of (x) $115 million paid by FE to the United States Treasury and (y) $115 million paid by FE to the ODSA to fund certain assistance programs, as determined by the ODSA, for the benefit of low-income Ohio electric utility customers; (iii) publish a list of all payments made in 2021 to either 501(c)(4) entities or to entities known by FirstEnergy to be operating for the benefit of a public official, either directly or indirectly, and update the same on a quarterly basis during the term of the DPA; (iv) issue a public statement, as dictated in the DPA, regarding FE's use of 501(c)(4) entities; and (v) continue to implement and review its compliance and ethics program, internal controls, policies and procedures designed, implemented and enforced to prevent and detect violations of the U.S. laws throughout its operations, and to take certain related remedial measures. The $230 million payment will neither be recovered in rates or charged to FirstEnergy customers, nor will FirstEnergy seek any tax deduction related to such payment. The entire amount of the monetary penalty was recognized as expense in the second quarter of 2021 and paid in the third quarter of 2021. As of July 22, 2024, FirstEnergy had successfully completed the obligations required within the three-year term of the DPA. Under the DPA, FirstEnergy has an obligation to continue (i) publishing quarterly a list of all payments to 501(c)(4) entities and all payments to entities known by FirstEnergy operating for the benefit of a public official, either directly or indirectly; (ii) not making any statements that contradict the DPA; (iii) notifying the U.S. Attorney's Office of any changes in FirstEnergy's corporate form; and (iv) cooperating with the U.S. Attorney's Office until the conclusion of any related investigation, criminal prosecution, and civil proceeding brought by the U.S. Attorney's Office. Within 30 days of those matters concluding, and FirstEnergy's successful completion of its remaining obligations, the U.S. Attorney's Office will dismiss the criminal information.

Legal Proceedings Relating to United States v. Larry Householder, et al.

On August 10, 2020, the SEC, through its Division of Enforcement, issued an order directing an investigation of possible securities laws violations by FE, and on September 1, 2020, issued subpoenas to FE and certain FE officers relating to the conduct described in the DPA. On April 28, 2021, July 11, 2022, and May 25, 2023, the SEC issued additional subpoenas to FE, with which FE has complied. FirstEnergy cooperated fully with the SEC investigation, and on September 12, 2024, the SEC issued a settlement order that concluded and resolved the investigation in its entirety. Under the terms of the settlement, FE agreed to pay a civil penalty of $100 million and to cease and desist from committing or causing any violations and any future violations of specified provisions of the federal securities laws and rules promulgated thereunder. The civil penalty was paid on September 25, 2024. FE previously recognized a loss contingency of $100 million in the second quarter of 2024 at Corporate/Other for segment reporting.

On June 29, 2023, the OOCIC served FE a subpoena, seeking information relating to the conduct described in the DPA. FirstEnergy was not aware of the OOCIC's investigation prior to receiving the subpoena and understood that the OOCIC's investigation was also focused on the conduct described in the DPA, other than with respect to the March 25, 2024, felony indictment of Mr. Householder brought in Cuyahoga County, Ohio. FirstEnergy is cooperating with the OOCIC in its investigation. On February 12, 2024, and in connection with the OOCIC's ongoing investigation, an indictment by a grand jury of Summit County, Ohio was unsealed against the now-deceased, former chairman of the PUCO, and two former FirstEnergy senior officers, Charles E. Jones, and Michael J. Dowling, charging each of them with several felony counts, including bribery, telecommunications fraud, money laundering and aggravated theft, related to payments described in the DPA. On August 12, 2024, FirstEnergy entered into a settlement with the OOCIC, the Ohio Attorney General's Office, and the Summit County Prosecutor's Office to resolve both the investigation and State of Ohio ex rel. Dave Yost, Ohio Attorney General v. FirstEnergy Corp., et al. and City of Cincinnati and City of Columbus v. FirstEnergy Corp., noted below. The settlement includes, among other things, a non-prosecution agreement and a payment of $19.5 million by FE, which was recorded as a loss contingency in the second quarter of 2024 at Corporate/Other for segment reporting. The settlement payment was paid on August 16, 2024.

In addition to the subpoenas referenced above under "United States v. Larry Householder, et. al." and the SEC investigation, certain FE stockholders and FirstEnergy customers filed several lawsuits against FirstEnergy and certain current and former directors, officers and other employees, and the complaints in each of these suits is related to allegations in the complaint and supporting affidavit relating to HB 6 and the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder. The plaintiffs in each of the below cases seek, among other things, to recover an unspecified amount of damages (unless otherwise noted). Unless otherwise indicated, no contingency has been reflected in FirstEnergy's consolidated financial statements with respect to these lawsuits as a loss is neither probable, nor is a loss or range of a loss reasonably estimable.

- *In re FirstEnergy Corp. Securities Litigation* (S.D. Ohio); on July 28, 2020 and August 21, 2020, purported stockholders of FE filed putative class action lawsuits alleging violations of the federal securities laws. Those actions have been consolidated and a lead plaintiff, the Los Angeles County Employees Retirement Association, has been appointed by the court. A consolidated complaint was filed on February 26, 2021. The consolidated complaint alleges, on behalf of a proposed class of persons who purchased FE securities between February 21, 2017 and July 21, 2020, that FE and certain current or former FE officers violated Sections 10(b) and 20(a) of the Exchange Act by issuing misrepresentations or omissions concerning FE's business and results of operations. The consolidated complaint also alleges that FE, certain current or former FE officers and directors, and a group of underwriters violated Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 as a result of alleged misrepresentations or omissions in connection with offerings of senior notes by FE in February and June 2020. On March 30, 2023, the court granted plaintiffs' motion for class certification. On April 14, 2023, FE filed a petition in the U.S. Court of Appeals for the Sixth Circuit seeking to appeal that order; the Sixth Circuit granted FE's petition on November 16, 2023, and heard oral argument on July 17, 2024. On November 30, 2023, FE filed a motion with the S.D. Ohio to stay all proceedings pending that circuit court appeal. Discovery was stayed during the pendency of that motion to stay all proceedings and on August 20, 2024, the S.D. Ohio denied FE's motion and lifted the stay as to fact discovery. On July 29, 2024, FE filed in the U.S. Court of Appeals for the Sixth Circuit a Petition for Writ of Mandamus asking the Sixth Circuit to direct the district court to deny plaintiffs' motion to compel disclosure of FE's privileged internal investigation materials. On September 11, 2024, FE filed in the U.S. Court of Appeals for the Sixth Circuit a motion to stay discovery of the privileged internal investigation materials pending resolution of the Petition for Writ of Mandamus. FE believes that it is probable that it will incur a loss in connection with the resolution of this lawsuit. Given the ongoing nature and complexity of such litigation, FE cannot yet reasonably estimate a loss or range of loss.
- *MFS Series Trust I, et al. v. FirstEnergy Corp., et al. and Brighthouse Funds II – MFS Value Portfolio, et al. v. FirstEnergy Corp., et al.* (S.D. Ohio); on December 17, 2021 and February 21, 2022, purported stockholders of FE filed complaints against FE, certain current and former officers, and certain current and former officers of EH. The complaints allege that the defendants violated Sections 10(b) and 20(a) of the Exchange Act by issuing alleged misrepresentations or omissions regarding FE's business and its results of operations, and seek the same relief as the *In re FirstEnergy Corp. Securities Litigation* described above. FE believes that it is probable that it will incur losses in connection with the resolution of these lawsuits. Given the ongoing nature and complexity of such litigation, FE cannot yet reasonably estimate a loss or range of loss.
- *State of Ohio ex rel. Dave Yost, Ohio Attorney General v. FirstEnergy Corp., et al. and City of Cincinnati and City of Columbus v. FirstEnergy Corp.* (Common Pleas Court, Franklin County, OH, all actions have been consolidated); on September 23, 2020 and October 27, 2020, the OAG and the cities of Cincinnati and Columbus, respectively, filed complaints against several parties including FE, each alleging civil violations of the Ohio Corrupt Activity Act and related claims in connection with the passage of HB 6. On January 13, 2021, the OAG filed a motion for a temporary restraining order and preliminary injunction against FirstEnergy seeking to enjoin FirstEnergy from collecting the Ohio Companies' decoupling rider. On January 31, 2021, FE reached a partial settlement with the OAG and the cities of Cincinnati and Columbus with respect to the temporary restraining order and preliminary injunction request and related issues. In connection with the partial settlement, the Ohio Companies filed an application on February 1, 2021, with the PUCO to set their respective decoupling riders (Conservation Support Rider) to zero. On February 2, 2021, the PUCO approved the application of the Ohio Companies setting the rider to zero, and no additional customer bills will include new decoupling rider charges after February 8, 2021. On August 13, 2021, new defendants were added to the complaint, including two former officers of FirstEnergy. On December 2, 2021, the cities and FE entered a stipulated dismissal with prejudice of the cities' suit. This matter was stayed through a criminal trial in *United States v. Larry Householder, et al*. described above, but resumed pursuant to an order, dated March 15, 2023. On July 31, 2023, FE and other defendants filed motions to dismiss in part the OAG's amended complaint, which the OAG opposed. On February 16, 2024, the OAG moved to stay discovery in the case in light of the February 9, 2024, indictments against defendants in this action, which the court granted on March 14, 2024. As described above, FE reached a settlement with the OAG of this civil action and the OOCIC investigation, which resolves this civil action. FE recognized a loss contingency of $19.5 million in the second quarter of 2024, which was paid on August 16, 2024.

On February 9, 2022, FE, acting through the SLC, agreed to a settlement term sheet to resolve the following shareholder derivative lawsuits relating to HB 6 and the now former Ohio House Speaker Larry Householder and other individuals and entities allegedly affiliated with Mr. Householder that were filed in the S.D. Ohio, the N.D. Ohio, and the Ohio Court of Common Pleas, Summit County:

- *Gendrich v. Anderson, et al. and Sloan v. Anderson, et al.* (Common Pleas Court, Summit County, Ohio, all actions have been consolidated); on July 26, 2020 and July 31, 2020, respectively, purported stockholders of FE filed shareholder derivative action lawsuits against certain current and former FE directors and officers, alleging, among other things, breaches of fiduciary duty. On August 30, 2022, the parties filed a joint motion to dismiss the state court action, which the court granted on September 2, 2022.
- *Miller v. Anderson, et al.* (N.D. Ohio); on August 7, 2020, purported stockholders of FE filed shareholder derivative actions alleging the then FE Board and officers breached their fiduciary duties and committed violations of Section 14(a) of the Exchange Act. On August 24, 2022, the parties filed a joint motion to dismiss the action pending in the N.D. Ohio based upon the approval of the settlement by the S.D. Ohio, which was granted on May 17, 2024.

- *Bloom, et al. v. Anderson, et al.; Employees Retirement System of the City of St. Louis v. Jones, et al.; Electrical Workers Pension Fund, Local 103, I.B.E.W. v. Anderson et al.; Massachusetts Laborers Pension Fund v. Anderson et al.; The City of Philadelphia Board of Pensions and Retirement v. Anderson et al.; Atherton v. Dowling et al.; Behar v. Anderson, et al.* (S.D. Ohio, all actions have been consolidated); on September 1, 2020, purported stockholders of FE filed shareholder derivative actions alleging the then FE Board and officers breached their fiduciary duties and committed violations of Section 14(a) of the Exchange Act. On March 11, 2022, the parties executed a stipulation and agreement of settlement, and filed a motion the same day requesting preliminary settlement approval in the S.D. Ohio, which the S.D. Ohio granted on May 9, 2022. Subsequently, following a hearing on August 4, 2022, the S.D. Ohio granted final approval of the settlement on August 23, 2022, which was appealed by a purported FE stockholder on June 15, 2023. The U.S. Court of Appeals for the Sixth Circuit affirmed the district court's final settlement approval. All appeal options were exhausted on May 16, 2024.

The above settlement included a series of corporate governance enhancements and a payment to FE of $180 million, less approximately $36 million in court-ordered attorney's fees awarded to plaintiffs, and a $7 million net return on deposited funds, which was received in the second quarter of 2024. The judgment and settlement are final and, therefore, the derivative lawsuits are now fully resolved.

The outcome of any of these lawsuits, governmental investigations and audit is uncertain and could have a material adverse effect on FE's or its subsidiaries' reputation, business, financial condition, results of operations, liquidity, and cash flows.

Other Legal Matters

There are various lawsuits, claims (including claims for asbestos exposure) and proceedings related to FirstEnergy's normal business operations pending against FE or its subsidiaries. The loss or range of loss in these matters is not expected to be material to FE or its subsidiaries. The other potentially material items not otherwise discussed above are described under Note 9, "Regulatory Matters."

FirstEnergy accrues legal liabilities only when it concludes that it is probable that it has an obligation for such costs and can reasonably estimate the amount of such costs. In cases where FirstEnergy determines that it is not probable, but reasonably possible that it has a material obligation, it discloses such obligations and the possible loss or range of loss if such estimate can be made. If it were ultimately determined that FE or its subsidiaries have legal liability or are otherwise made subject to liability based on any of the matters referenced above, it could have a material adverse effect on FE's or its subsidiaries' financial condition, results of operations, and cash flows.

NEW ACCOUNTING PRONOUNCEMENTS

See Note 1, "Organization and Basis of Presentation," for a discussion of new accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See "FirstEnergy Corp. Management's Discussion and Analysis of Financial Condition and Results of Operations — Market Risk Information" in Item 2 above.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

The management of FirstEnergy, with the participation of the Chief Executive Officer and Chief Financial Officer, have reviewed and evaluated the effectiveness of its disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer of FirstEnergy have concluded that its disclosure controls and procedures were effective as of the end of the period covered by this report.

(b) Changes in Internal Control over Financial Reporting

During the quarter ended September 30, 2024, there were no changes in internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that have materially affected, or are reasonably likely to materially affect, FirstEnergy's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information required for Part II, Item 1 is incorporated by reference to the discussions in Note 9, "Regulatory Matters," and Note 10, "Commitments, Guarantees and Contingencies," of the Notes to Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q.

ITEM 1A. RISK FACTORS

You should carefully consider the risk factors discussed in "Item 1A. Risk Factors" in FirstEnergy's Annual Report on Form 10-K for the year ended December 31, 2023, and its Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, which could materially affect FirstEnergy's business, financial condition or future results. The information set forth in this report, including without limitation, the risk factor(s) presented below, updates and should be read in conjunction with, the risk factors and information disclosed in FirstEnergy's Annual Report on Form 10-K for the year ended December 31, 2023, and its Quarterly Reports on Form 10-Q for the quarters ended March 31, 2024 and June 30, 2024.

The Physical Risks Associated with Climate Change May Have an Adverse Impact on Our Business Operations, Financial Condition and Cash Flows.

Physical risks of climate change such as flooding, wildfires, rising sea levels, and other related phenomena, resulting from more frequent or more extreme weather events and changes in temperature and precipitation patterns associated with climate change, could affect some, or all, of our operations. Frequent or extreme weather events could disrupt our operations and/or be destructive, which could result in increased costs, including supply chain costs. An extreme weather event within the Electric Companies' and Transmission Companies' service areas could also directly affect their capital assets, such as downed wires, poles, or damage to other operating equipment, resulting in service disruptions to customers and possibly creating hazardous conditions. Further, as extreme weather conditions increase system stress, we may incur costs relating to additional system backup or service interruptions, and in some instances, we may be unable to recover such costs. For all of these reasons, these physical risks could have an adverse financial impact on our business operations, financial condition and cash flows.

Climate change poses other financial risks as well. To the extent weather conditions are affected by climate change, customers' energy use could increase or decrease depending on the duration and magnitude of the changes. Increased energy use due to weather changes may require us to invest in additional system assets and purchase additional power. Additionally, decreased energy use due to weather changes may affect our financial condition through decreased revenues, margins or earnings.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Amendments to Existing Revolving Credit Facilities

On October 24, 2024, FE and certain of its subsidiaries entered into the following amendments to each of the 2021 Credit Facilities to, among other things: (i) extend the maturity date of the 2021 Credit Facilities for an additional one-year period, from October 18, 2027 to October 18, 2028, and (ii) increase the borrowing limit of the JCP&L credit facility from $500 million to $750 million.

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among FE, as borrower, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent;

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among CEI, OE and TE, as borrowers, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent;

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among FE PA, as borrower, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent;

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among JCP&L, as borrower, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent;

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among MP and PE, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent; and

- Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among ATSI, MAIT and TrAIL, as borrower, the banks and other financial institutions party thereto, as lenders, and PNC Bank, National Association, as administrative agent.

The foregoing descriptions of the amendments to the 2021 Credit Facilities above do not purport to be complete and are qualified in their entirety by reference to the agreements themselves.

Also on October 24, 2024, each of FET and KATCo entered into amendments of the 2023 Credit Facilities, to, among other things, extend the maturity date of the 2023 Credit Facilities for an additional one-year period, from October 20, 2028 to October 20, 2029 and from October 20, 2027 to October 20, 2028, for the FET credit facility and KATCo credit facility respectively as follows:

- Amendment No. 1 to Credit Agreement, dated as of October 24, 2024, among FET, as borrower, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent and

- Amendment No. 1 to Credit Agreement, dated as of October 24, 2024, among KATCo, as borrower, the banks and other financial institutions party thereto, as lenders, and PNC Bank, National Association, as administrative agent.

The foregoing descriptions of the amendments to the 2023 Credit Facilities above do not purport to be complete and are qualified in their entirety by reference to the agreements themselves.

Trading Arrangements

During the quarter ended September 30, 2024, no director or officer (as defined in Rule 16a-1(f) promulgated under the Exchange Act) of FE adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement” (as each term is defined in Item 408 of Regulation S-K).

ITEM 6. EXHIBITS

	Exhibit Number	Description
(A) (B)	10.1	Voluntary Retirement Agreement with Christine L. Walker
(A)	10.2	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among FE, as borrower, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent
(A)	10.3	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among CEI, OE and TE, as borrowers, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent
(A)	10.4	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among FE PA, as borrower, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent
(A)	10.5	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among JCP&L, as borrower, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent
(A)	10.6	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among MP and PE, the banks and other financial institutions party thereto, as lenders, and Mizuho Bank, Ltd., as administrative agent
(A)	10.7	Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, among ATSI, MAIT and TrAIL, as borrower, the banks and other financial institutions party thereto, as lenders, and PNC Bank, National Association, as administrative agent
(A)	10.8	Amendment No. 1 to Credit Agreement and Consent, dated as of October 24, 2024, among FET, as borrower, the banks and other financial institutions party thereto, as lenders, and JPMorgan Chase Bank, N.A., as administrative agent
(A)	10.9	Amendment No. 1 to Credit Agreement, dated as of October 24, 2024, among KATCo, as borrower, the banks and other financial institutions party thereto, as lenders, and PNC Bank, National Association, as administrative agent
(A)	31.1	Certification of chief executive officer, as adopted pursuant to Rule 13a-14(a)
(A)	31.2	Certification of chief financial officer, as adopted pursuant to Rule 13a-14(a)
(A)	32	Certification of chief executive officer and chief financial officer, pursuant to 18 U.S.C. Section 1350
	101	The following materials from the Quarterly Report on Form 10-Q of FirstEnergy Corp. for the period ended September 30, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) Consolidated Statements of Income, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows, (vi) related notes to these financial statements and (vii) document and entity information.
	104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document contained in Exhibit 101)

(A) Provided herein in electronic format as an exhibit.
(B) Management contract or compensatory plan contract or arrangement filed pursuant to Item 601 of Regulation S-K.

Pursuant to paragraph (b)(4)(iii)(A) of Item 601 of Regulation S-K, FirstEnergy has not filed as an exhibit to this Form 10-Q any instrument with respect to long-term debt if the respective total amount of securities authorized thereunder does not exceed 10% of its respective total assets, but hereby agrees to furnish to the SEC on request any such documents.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

October 29, 2024

FIRSTENERGY CORP.
Registrant

/s/ Jason J. Lisowski

Jason J. Lisowski
Vice President, Controller and Chief Accounting Officer

SEVERANCE AGREEMENT AND RELEASE OF CLAIMS

FirstEnergy Corp. (collectively with its predecessors, successors, parents, assigns, subsidiaries, and affiliates, "FirstEnergy") and Christine Walker ("Executive") hereby enter into this Severance Agreement and Release of Claims (the "Agreement") and agree as follows.

WHEREAS, Executive is currently employed by FirstEnergy;

WHEREAS, as a result of corporate restructuring, Executive is eligible for severance benefits under the FirstEnergy Executive Severance Benefits Plan as Amended and Restated as of December 20, 2016 (the "Executive Severance Plan"); and

WHEREAS, the Company, under the authority provided by the Executive Severance Plan, has determined to enhance the benefits provided to Executive to account for benefits lost as a result of Executive's early retirement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Company and Executive hereby agree as follows:

1. **Separation Date and Qualifying Separation**

a. FirstEnergy and Executive agree that Executive's employment with FirstEnergy shall terminate at the end of the day on July 31, 2024 (the "Separation Date"). FirstEnergy and Executive agree that such separation is for a qualified reason under, and thus that such separation shall constitute a "qualified separation" pursuant to, the Executive Severance Plan.

b. Executive agrees that Executive has been provided with at least 30 days' paid notice as required by and set forth in the Executive Severance Plan.

c. Effective as of the Separation Date, Executive will cease to be an officer and a director (if applicable) of FirstEnergy and hereby resigns from any and all offices and directorships with FirstEnergy that Executive may hold as of the Separation Date. Executive shall execute all documents requested by FirstEnergy to further effectuate such resignation(s).

d. Any prorated payments under the Company's long-term and short-term incentive programs shall be paid in accordance with those respective plans.

2. **Severance Benefits.** Provided that Executive signs and returns this Agreement within 21 days after receiving it (but in no event before the end of the day on the Separation Date), does not revoke it, and abides by its terms, Executive will receive the following benefits following the Separation Date:

a. A lump-sum payment of $1,025,640.00, subject to all applicable federal and state taxes and other deductions required by law (the "Severance Pay"). Executive agrees that the Severance Pay is equal to the cash severance payment benefit for which Executive is eligible under the Executive Severance Plan. The Severance Pay shall be provided as soon as reasonably administratively possible but no later than two and one-half months after the Separation Date.

b. If, following the Separation Date, Executive timely elects COBRA coverage to continue FirstEnergy health care and/or dental care, FirstEnergy will waive the COBRA premium (the "COBRA Subsidy") for the period beginning the month immediately following the month in which Executive's employment ends through July 31, 2026 (which represents a period equal to the number of weeks used to determine Executive's Severance Pay and rounded until the end of the month, **subject to the maximum COBRA continuation period under applicable law**) (the "COBRA Subsidy Period"). The COBRA Subsidy is a waiver of the COBRA premium only, provided that any monthly premium that would otherwise be due during this period if Executive were an active employee will remain Executive's responsibility. EXECUTIVE UNDERSTANDS THAT EXECUTIVE MUST SPECIFICALLY ELECT AND QUALIFY FOR COBRA IN ORDER TO RECEIVE THE COBRA SUBSIDY. If Executive ceases to qualify for COBRA coverage at any time during the COBRA Subsidy Period (or fails to timely elect COBRA), FirstEnergy's obligations under this subparagraph shall cease and Executive will not receive the COBRA Subsidy. If Executive continues to qualify for COBRA coverage at the expiration of the COBRA Subsidy Period, Executive will be responsible for paying the COBRA premium for the remainder of the period for which Executive continues coverage COBRA. If a federal, state, or local governmental entity provides a COBRA subsidization program for which Executive may qualify, Executive will not be eligible for, and will not receive the COBRA Subsidy. Executive further understands that the COBRA Subsidy constitutes taxable income and is subject to income tax withholding at the supplemental federal rate in addition to applicable state or local withholding. Applicable FICA and Medicare withholding will also apply.

c. The behavioral health counseling services of the Work/Life Employee Assistance Program will be continued for Executive and Executive's eligible dependents for the six months following the Separation Date.

d. Career transition services through a professional career counseling agency (chosen by the Company) consistent with the Executive Severance Plan shall be made available to Executive through December 31, 2025, provided that Executive first elects to receive such services.

The Company warrants that it has made reasonable efforts to confirm that (i) the Severance Pay is exempt from Code section 409A under a combination of the regulatory exemption in Treasury Regulation section 1.409A-1(b)(9)(iii) for certain involuntary separation benefits and the exemption for benefits paid within the short-term deferral period as defined in Treasury Regulation Section 1.409A-1(b)(4) and (ii) the benefits described in 2(b), 2(c) and 2(d) provided for limited periods of time are separately exempt from Code Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9)(v). None these Severance benefits will be considered compensation for FirstEnergy pension plans or Savings Plan or for any other benefits determination.

3. **Enhanced Severance Benefit.** Provided that Executive signs and returns this Agreement within 21 days after receiving it (but in no event before the end of the day on the Separation Date), does not revoke it, and abides by its terms, Executive will also receive from the Company a lump sum cash payment in an amount equal of $569,207.48, minus applicable taxes, withholdings, and deductions (the "Enhanced Severance Benefit"). Such amount represents (1) the value of unused and/or deferred paid time off; and (2) an amount to make up for benefits that otherwise would have accrued in the Executive's Supplemental Pension but for the Executive's

inability to defer commencement of such Supplemental Pension benefit until age 60. The Company warrants it has made reasonable efforts to confirm that the Enhanced Severance Benefit is exempt from Code Section 409A because it will be paid in all events within the short-term deferral period within the meaning of Treasury Regulation Section 1.409A-1(b)(4) and will not be considered compensation for FirstEnergy pension plans or Savings Plan or for any other benefits determination.

Executive acknowledges and agrees that the benefits described above (including without limitation the Severance Pay, COBRA Subsidy, and Enhanced Severance Benefit) represent valuable consideration that FirstEnergy is not otherwise obligated to provide Executive and to which Executive would not be entitled if Executive did not sign this Agreement. Executive specifically agrees such benefits are adequate consideration for the general release of claims and other promises set forth below.

4. **General Release of Claims; Covenant Not to Sue.** In consideration of the benefits described in Sections 2 and 3 above, Executive agrees for herself, her heirs, executors, administrators, agents, assigns, and anyone else who may lawfully assert a claim on her behalf, to release and forever discharge FirstEnergy and FirstEnergy's past, present, and future owners, shareholders, employees, officers, directors, agents, and other related entities from any and all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, Executive had, may now have or claim to have against any of them as of the date Executive signs this Agreement, including but not limited to those related to or arising out of Executive's employment with FirstEnergy, the terms and conditions of such employment, and Executive's termination from such employment, and, subject to Section 6(d) below, Executive hereby represents and covenants that Executive has not filed and will not file a lawsuit or other action to assert such claims. Without limiting the generality of the foregoing, such claims and rights include those claims:

a. Of which Executive is aware and of which Executive may be unaware;

b. Arising under any contract (whether written, oral, or implied);

c. Involving any tort or personal injury Executive may have suffered; and

d. Arising under or relating to any federal, state or local constitution, statute, regulation, common law, or other source of law, including without limitation those dealing with employment discrimination. Such laws include, but are not limited to, the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Employee Retirement Income Security Act; the Worker Adjustment and Retraining Notification Act; the Fair Labor Standards Act (to the extent permitted by law); the Genetic Information Nondiscrimination Act; the Ohio Fair Employment Practices Act; Ohio's Statutory Provisions Regarding Retaliation/Discrimination for Filing Worker's Compensation Claim; the Ohio Equal Pay Law; the Ohio State Wage Payment and Work Hour Laws; the Ohio Political Action of Employees Laws; Ohio's Witness and Juror Leave Laws; Ohio's Voting Leave Laws; and the Ohio Military Family Medical Leave Act.

The only exceptions to the above release and waiver of claims are with respect to claims: (1) for alleged workplace injuries or occupational disease that arise under applicable workers' compensation law; (2) that cannot be released by law; or (3) to enforce this Agreement. Executive understands and agrees that upon the effective date of the Agreement, except as otherwise provided in Section 6(d) below, Executive cannot bring or participate as a party, or member of a class, in any lawsuit or arbitration, or receive any portion of any recovery in a proceeding conducted or brought by any Governmental Agency (as defined below), that is based on any claims or rights covered by this Agreement. Executive confirms that Executive has not filed any legal or other proceeding(s) against any of FirstEnergy or the other released parties (provided, however, that Executive need not disclose to FirstEnergy, and the foregoing confirmation does not apply to, conduct or matters described in Section 6(d) below), is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement.

5. **Recoupment Policy; Insider Trading.**

a. Executive reaffirms the Company's right to reduce, cancel, terminate or recover amounts under the FirstEnergy Second Amended and Restated Executive Compensation Recoupment Policy dated October 2, 2023, and/or the FirstEnergy Compensation Clawback Policy dated October 2, 2023, each as applicable.

b. Executive affirms that Executive shall, even after termination of employment, remain subject to the provisions of the Company's Insider Trading Practice, which provides in relevant part that the "Practice continues to apply to transactions in securities of FirstEnergy Corp. and the securities of its direct and indirect subsidiaries, including but not limited to common stock, options, preferred stock, convertible debentures, senior notes, first mortgage bonds or other debt securities, warrants, tax-exempt bonds or other debt securities issued for the benefit of direct and indirect subsidiaries of FirstEnergy Corp., as well as derivative securities that are not issued by FirstEnergy Corp. or its direct or indirect subsidiaries, such as exchange-traded put options and call options or swaps relating to any of the foregoing securities ("Company Securities") even after termination of your service to the Company. If you are in possession of [material non-public information] when your service terminates, you may not trade in Company Securities until that information has become public or is no longer material. Also, the pre-clearance procedures for [any officers who are subject to the reporting requirements of Section 16 of the Exchange Act] specified under the heading "Additional Procedures" [of this Practice] will continue to apply to transactions in Company Securities for the longer of six months after separation or the last matchable transaction, or the date the person is no longer considered a [any officers who is subject to the reporting requirements of Section 16 of the Exchange Act]. The Company reserves the right to impose the pre-clearance procedures for a period of more than six months if, at the Company's discretion, such longer period is in the best interest of the Company."

6. **Confidentiality and Non-Disparagement.**

a. Except as otherwise provided in Section 6(d) below, Executive agrees not to disclose, publicize or communicate to any person or entity, in any manner whatsoever, any confidential or proprietary information concerning or belonging to FirstEnergy which has come to Executive's attention during Executive's employment with FirstEnergy, unless authorized in writing by FirstEnergy or required by law. As used in this Agreement, "confidential or proprietary information" includes all proprietary information disclosed to Executive or known by Executive as a consequence of or through Executive's employment, regardless of whether such information qualifies as a trade secret under applicable law, which is not generally known in the industry in which FirstEnergy is or may become engaged, about FirstEnergy's or an affiliate's business, products, processes, and services, including but not limited to information relating to research, development, inventions, computer program designs, flow charts, source and object codes, products and services under development, pricing and pricing strategies, marketing and selling strategies, power generating, servicing, purchasing, accounting, engineering, costs and costing strategies, sources of supply, customer lists, customer requirements, business methods or practices, and the documentation thereof. It also includes, but is not limited to, proprietary information and trade secrets of FirstEnergy. Except as otherwise provided in Section 6(d) below, Executive also agrees that before making any legally required disclosure of FirstEnergy's confidential or proprietary information, Executive will give FirstEnergy as much advance written notice as possible. Executive understands that Executive will not be held liable under any Federal or state trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a Federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive also understands that disclosure of trade secrets to attorneys, made under seal, or pursuant to court order is also protected in certain circumstances under 18 U.S. Code §1833.

b. Executive agrees that the benefits described in Sections 2 and 3 above are intended to resolve potential disputes between Executive and FirstEnergy, and, accordingly, agrees that the terms of and negotiations relating to this Agreement will remain confidential. Executive will not disclose such terms to anyone other than Executive's attorneys, accountants and immediate family members, each of whom will be directed to maintain the confidentiality of these items.

c. Except as otherwise provided in Section 6(d) below, Executive agrees that Executive shall not, directly or indirectly, make, post, or otherwise release, publicly or privately, any disparaging, defamatory, or maliciously false statement concerning FirstEnergy, its business practices, or its products or services.

d. Nothing in this Agreement shall be interpreted to mean that Executive is prohibited from confidentially or otherwise communicating or filing a charge with, providing testimony to or information for, or participating in any court proceeding or in an investigation undertaken by or a proceeding initiated by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission ("Government Agencies"), pursuant to any of the statutes they enforce. Executive acknowledges and agrees that, in connection with any such activity, Executive will inform such agency or entity of the confidential nature of any confidential information that Executive provides, and that Executive is not permitted to disclose any information that is protected by the attorney-client privilege or any other privilege belonging to FirstEnergy or any of its affiliates, as FirstEnergy and its affiliates do not waive and intend to preserve such privileges. This Agreement does not limit Executive's right to receive an award for information provided to any Government Agencies. On the other hand, Executive understands that Executive is waiving and releasing any right to any claims for money damages and equitable relief pursuant to the filing or prosecution of any administrative charge against FirstEnergy or any resulting civil proceeding or lawsuit that may be commenced on Executive's behalf for the recovery of such relief, and which arises out of the matters that are and may be released in this Agreement. Executive further understands and agrees that nothing in this Agreement prevents Executive from discussing or disclosing allegations of sexual harassment or sexual assault.

7. **Return of Property.** Executive will return to FirstEnergy on or before the Separation Date all FirstEnergy property, including without limitation "confidential or proprietary information" (as defined above), equipment, computers, cell phones or other mobile devices, tablets, key cards, documents, files, lists or other written, graphic or electronic records relating to FirstEnergy's business, and all copies of such materials, which are or have been in Executive's possession or under Executive's control.

8. **Cooperation.** Subject to and without limiting any contractual or other rights to indemnification Executive may have, following the Separation Date and for as long as may be reasonably required by FirstEnergy, Executive will, without any additional compensation and subject to Section 6(d) above, respond to reasonable requests for information from FirstEnergy regarding matters that may arise in the business of FirstEnergy. Executive will respond to any such requests from FirstEnergy promptly. Executive will fully and completely cooperate with FirstEnergy, their advisors, and their legal counsel with respect to any litigation that is pending against FirstEnergy and any claim or action that is currently pending or may be filed against FirstEnergy in the future, subject to and without limiting any contractual or other rights to indemnification Executive may have. Such cooperation will include, without limitation, Executive making himself or herself available at reasonable times and places for interviews, reviewing documents, testifying in a deposition or a legal or administrative proceeding, and providing advice to FirstEnergy in preparing defenses to any pending or potential future litigation, actions or investigations initiated by or against FirstEnergy, whether administrative, civil or criminal in nature. Except as otherwise provided in Section 6(d) and subject to and without limiting any contractual or other rights to indemnification Executive may have, Executive specifically agrees that, if required by law to provide sworn testimony regarding any matter

related to FirstEnergy, Executive will consult with and have FirstEnergy-designated legal counsel present for such testimony (with FirstEnergy being responsible for the costs of such designated counsel), and Executive will cooperate with FirstEnergy's attorneys to assist their efforts, holding all privileged attorney-client matters in strictest confidence. FirstEnergy will pay or reimburse Executive for any approved travel expenses reasonably incurred solely as a result of Executive's cooperation with FirstEnergy pursuant to this Section 8. Executive further acknowledges that Executive has disclosed to FirstEnergy any information Executive has concerning any acts or omissions involving any of FirstEnergy or any of their employees, officers, directors, stockholders, representatives, attorneys or agents that Executive has reason to believe may be unlawful or may involve any unlawful conduct by FirstEnergy, and (except as otherwise provided in Section 6(d)), Executive will promptly notify FirstEnergy in writing if Executive becomes aware of any potential claim or proposed investigation, action or litigation against FirstEnergy.

9. **Assistance to Others.** Except as set forth in Section 6(d) above, Executive agrees not to assist or cooperate, in any way, directly or indirectly, with any person, entity or group (other than a governmental authority) involved in any proceeding, inquiry or investigation of any kind or nature against or involving FirstEnergy or any other released party as set forth in Section 4 above, except as required by law, subpoena or other compulsory process. Moreover, Executive agrees that to the extent Executive is compelled to cooperate with such third parties, Executive will disclose to FirstEnergy in advance that Executive intends to cooperate and disclose the manner in which Executive intends to cooperate. Further, Executive agrees that within three days after such cooperation, Executive will meet with representatives of FirstEnergy and disclose the information that Executive provided to the third party. This Section 9 is to be broadly construed and is to include conversations, informal comments, confirmations, suggestions or advice of any type to third parties, their counsel or their advisors. Further, but without limiting Section 6(d) above, if Executive is legally required to appear or participate in any proceeding that involves or is brought against FirstEnergy or another released party as set forth in Section 4 above, Executive agrees to disclose to FirstEnergy in advance what Executive plans to say or produce and otherwise cooperate fully with FirstEnergy.

10. **Representations; Voluntary Agreement.** By signing below, Executive represents and acknowledges that Executive:

a. Has read this Agreement in full and understand its provisions, and agrees that Executive is waiving and releasing claims and rights in exchange knowingly and voluntarily, and for valuable consideration to which Executive would not otherwise be entitled;

b. Has been and is hereby advised to consult with an attorney of Executive's choosing (at Executive's cost) prior to signing this Agreement;

c. Has been provided with a 21-day period commencing with this offer of benefits in which to review and consider whether to enter into this Agreement, provided that any changes to this Agreement, whether material or immaterial, will not restart the running of such review and consideration period;

d. Has seven (7) days after the date on which Executive signs this Agreement to revoke Executive's decision by notifying Jason Marsico (jmarsico@firstenergycorp.com) in writing via email of such revocation; and

e. Understands that upon Executive's signature and the subsequent expiration of the revocation period, this Agreement becomes a legally binding document that may be enforced by FirstEnergy.

11. **Future Employment.** Executive agrees to waive, release and forego any right or opportunity to seek employment with FirstEnergy now or in the future and further agrees that Executive shall not apply for any such employment in the future.

12. **Governing Law and Arbitration.**

a. This Agreement will in all respects be interpreted, construed, enforced and governed by and in accordance with the internal substantive laws of the State of Ohio, or by federal law where applicable, exclusive of any rules pertaining to conflicts of laws.

b. Except for claims or disputes that are not arbitrable pursuant to applicable law (including under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021), and except as provided in Section 6(d) of this Agreement, Executive and FirstEnergy agree that all claims or disputes arising out of or relating to: (i) the parties' employment relationship, the terms and conditions of such employment, or the termination of such employment, (ii) this Agreement, or (iii) any other agreement that may exist or arise between (x) Executive and (y) FirstEnergy, or any affiliate, other related entity, benefit plan, successor or assign of FirstEnergy, or any owner, director, officer, member, employee, owner, shareholder, agent, or representative of any of them, shall be submitted for and resolved through final and binding arbitration in accordance with Section 12 of this Agreement. **Executive and FirstEnergy understand and agree that the arbitration of claims and disputes under this Agreement shall be instead of a trial before a court or jury. Executive and FirstEnergy further understand that Executive and FirstEnergy are hereby expressly waiving any and all rights to a trial before a court or jury regarding any and all claims and disputes that they now have or may in the future have that are subject to arbitration under this Agreement.**

c. The arbitration shall be conducted in Akron, Ohio by and before a single neutral member of an arbitration panel (or by such other arbitrator or in such other place to which the parties agree) in accordance with the JAMS Employment Arbitration Rules and Procedures (as in effect or amended from time to time) (the "Rules"), except as set forth in this Section 12. Such Rules in effect as of the Effective Date are available at www.jamsadr.com, which both parties acknowledge and agree they have had a reasonable opportunity to review before executing this Agreement. Any arbitration conducted hereunder, and all communications with respect thereto or in the course thereof, including all transcripts, briefs and exhibits, shall be confidential. The arbitrator shall have no power to modify the provisions of this Agreement (except pursuant to Section 12 herein), or to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in Akron, Ohio or that was not requested by a party to the claim or dispute, and the jurisdiction of the arbitrator is limited accordingly. Furthermore, notwithstanding any other provision of this Agreement, in no event may the arbitrator consolidate or allow any party to join any claims of any other employee or person or entity in a single

arbitration proceeding (whether as a multiple-claimant, class, collective, representative, or other similar proceeding) without the express written consent of FirstEnergy and Executive, and the jurisdiction of the arbitrator is limited accordingly. The arbitrator shall apply the substantive internal law of the state of Ohio, including applicable statutes of limitation, except as otherwise required by law. The arbitrator's decision or award (which shall be in writing summarizing the basis therefor) shall be final and binding (subject only to such limited review, if any, as may be available under applicable law), and judgment thereupon may be entered in any Ohio or other court having jurisdiction thereof

d. Any and all such claims and disputes shall be brought solely in a party's individual capacity and not as a claimant or class member (or similar capacity) in any purported multiple-claimant, class, collective, representative, or other similar proceeding ("Class Claims"). Executive and FirstEnergy each hereby waives such party's respective right to bring, prosecute, participate in or benefit from any such Class Claim, and agrees that no such Class Claim may or shall be brought, asserted or maintained in any forum, including any court or in arbitration. Any claim or dispute arising out of or relating to the waiver of or prohibition on Class Claims in this Agreement shall be brought exclusively in and decided exclusively by a state or federal court in Akron, Ohio, and shall not be brought in arbitration or decided by any arbitrator(s). The jurisdiction of the arbitrator hereunder is hereby limited accordingly. In the event such waiver of or prohibition on Class Claims is judicially held to be unenforceable for any reason, any such Class Claims that may be asserted shall be asserted, if at all, exclusively in and decided exclusively by a state or federal court in Akron, Ohio, and not in arbitration, and the agreement to arbitrate in this Section 12 shall be null and void as to such Class Claims.

13. **No Admission; Entire Agreement; Amendments; Severability.** Nothing contained in this Agreement is an admission by FirstEnergy or any other released party of liability or wrongdoing, this Agreement shall not be construed as such, and FirstEnergy and the other released parties expressly deny any such liability or wrongdoing. This Agreement constitutes the entire agreement between the parties (except for any previously executed agreements containing obligations related to confidentiality, intellectual property, or post-employment competitive activities between Executive and FirstEnergy, which shall remain in full force and effect), and Executive is relying upon no other representations or statements, written or oral. No amendment to this Agreement shall be valid unless it is in writing and signed by both parties. If any provision of this Agreement is deemed illegal or unenforceable by any court or arbitrator of competent jurisdiction and cannot be modified to be enforceable, such provision shall be modified by such court or arbitrator to be enforceable to the maximum extent permitted by law. If no such modification is possible, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect, provided that the overall intent of the parties in reaching this Agreement is not defeated. In the event the general release language is deemed illegal or unenforceable, Executive agrees that Executive shall not be entitled to the consideration set forth in Sections 2 and 3 of this Agreement, and Executive agrees to repay such amounts to FirstEnergy if already received.

14. **Survival.** For the avoidance of doubt, all covenants and agreements contained in this Agreement that contemplate performance following the Separation Date will survive in accordance with their respective terms.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts (including via facsimile or electronic mail), each of which will be deemed

an original, but all of which together will constitute but one and the same instrument. In the event that any signature to this Agreement or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first-above written.

EXECUTIVE **ON BEHALF OF FIRSTENERGY**

/s/ Christine Walker By: /s/ Brian Tierney_____
Christine Walker Brian Tierney, President and Chief Executive Officer

Date: August 8, 2024 Date: August 19, 2024

Exhibit 10.2

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

FIRSTENERGY CORP.,
as Borrower,
THE LENDERS NAMED HEREIN,
as Lenders,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among FirstEnergy Corp. ("***FE***" or the "***Borrower***"), each of the Lenders party hereto, JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrower, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrower has requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrower desires to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrower, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least BBB by S&P *or* Baa2 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least BBB- by S&P *or* Baa3 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BB+ by S&P *or* Ba1 by Moody's	LEVEL 5 Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	1.25%	1.50%	1.75%	2.00%	2.75%
Applicable Margin for Alternate Base Rate Advances	0.25%	0.50%	0.75%	1.00%	1.75%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among FE, certain of FE's Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among FE, certain of FE's Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among FE, certain of FE's Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(e) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	**LEVEL 1** Reference Ratings at least BBB+ by S&P *or* Baa1 by Moody's	**LEVEL 2** Reference Ratings lower than Level 1 but at least BBB by S&P *or* Baa2 by Moody's	**LEVEL 3** Reference Ratings lower than Level 2 but at least BBB- by S&P *or* Baa3 by Moody's	**LEVEL 4** Reference Ratings lower than Level 3 but at least BB+ by S&P *or* Ba1 by Moody's	**LEVEL 5** Reference Ratings lower than Level 4
Commitment Fee	0.175%	0.225%	0.275%	0.35%	0.50%

(f) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrower agrees to pay to each Fronting Bank, for its own account, certain fees payable by the Borrower in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrower and such Fronting Bank.

(g) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrower may request no more than two extensions pursuant to this Section 2.19."

(h) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that the Borrower may not use such proceeds in connection with any Hostile Acquisition."

SECTION 2. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by the Borrower, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to the Borrower and (B) all representations and warranties of the Borrower contained in the Credit Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) opinions of Morgan, Lewis & Bockius LLP, special counsel for the Borrower, and certain local counsel for the Borrower, as reasonably requested by the Administrative Agent.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 3. ***Representations and Warranties***. The Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit

Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 4. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, , consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 5. ***Costs and Expenses***. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrower acknowledges and agrees that, pursuant to Section 8.05(a) of the Credit Agreement, it is required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 6. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by

Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 7. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 9. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, the Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrower of any Advances or other financial accommodations made by any Credit Party after the

date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, the Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 9 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRSTENERGY CORP.

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

)

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Fronting Bank and Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis_____
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender and as a Fronting Bank

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

CITIBANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD., as a Lender

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender and as a Fronting Bank

By: /s/ David Dewar
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins

Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

Exhibit 10.3

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

THE CLEVELAND ELECTRIC ILLUMINATING COMPANY,

OHIO EDISON COMPANY,

and

THE TOLEDO EDISON COMPANY,

as Borrowers,

THE LENDERS NAMED HEREIN,

as Lenders,

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,

as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among The Cleveland Electric Illuminating Company ("***CEI***"), Ohio Edison Company ("***OE***") and The Toledo Edison Company ("***TE***", and together with CEI and OE, the "***Borrowers***"), each of the Lenders party hereto, JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrowers, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrowers have requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrowers desire to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrowers, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least A+ by S&P *or* A1 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 5 Reference Ratings lower than Level 4 but at least BBB by S&P *or* Baa2 by Moody's	LEVEL 6 Reference Ratings lower than Level 5
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	0.875%	1.00%	1.125%	1.25%	1.50%	1.75%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.00%	0.125%	0.25%	0.50%	0.75%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Parent Credit Agreement" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Parent Credit Agreement***" means that Credit Agreement, dated as of October 18, 2021, by and among FE and FET as borrowers, the banks and other financial institutions party thereto from time to time, and JPMorgan as administrative agent, as amended, amended and restated or otherwise modified from time to time, including for the release of FET, as borrower thereunder, pursuant to Amendment No. 2 to Credit Agreement and Consent, Limited Waiver and Limited Release, dated as of October 20, 2023."

(e) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(f) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**	**LEVEL 6**
BASIS FOR PRICING	Reference Ratings at least A+ by S&P *or* A1 by Moody's	Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 4 but at least BBB by S&P *or* Baa2 by Moody's	Reference Ratings lower than Level 5
Commitment Fee	0.075%	0.10%	0.125%	0.175%	0.225%	0.275%

(g) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrowers agree to pay to each Fronting Bank, for its own account, certain fees payable by the Borrowers in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrowers and such Fronting Bank.

(h) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrowers may request no more than two extensions pursuant to this Section 2.19."

(i) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that such Borrower may not use such proceeds in connection with any Hostile Acquisition."

SECTION 2. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by each of the Borrowers, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of each Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of each Borrower certifying (A) the names and true signatures of the officers of such Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of such Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by such Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of each Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this

Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to such Borrower and (B) all representations and warranties of such Borrower contained in the Credit Agreement and each other Loan Document to which such Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) opinions of Morgan, Lewis & Bockius LLP, special counsel for the Borrowers, and certain local counsel for the Borrowers, as reasonably requested by the Administrative Agent.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 3. ***Representations and Warranties***. Each Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which such Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of

the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of such Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of such Borrower, threatened against such Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by such Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by such Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 4. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the

part of any Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrowers for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrowers expressly acknowledge such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 5. ***Costs and Expenses***. Each Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. Each Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and

expenses in connection with the enforcement of rights under this Section. The Borrowers acknowledge and agree that, pursuant to Section 8.05(a) of the Credit Agreement, they are required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 6. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 7. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 9. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, each Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now

existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrowers, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by any Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, each Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 9 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE CLEVELAND ELECTRIC ILLUMINATING COMPANY
OHIO EDISON COMPANY
THE TOLEDO EDISON COMPANY

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent, Fronting Bank and Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Fronting Bank

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

CITIBANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Lender and as a Fronting Bank

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender and as a Fronting Bank

By: /s/ David Dewar
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,

as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a New Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

Exhibit 10.4

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY,
as Borrower,

THE LENDERS NAMED HEREIN,
as Lenders,

MIZUHO BANK, LTD.
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among FirstEnergy Pennsylvania Electric Company ("***FE Penelec***" or the "***Borrower***"), each of the Lenders party hereto, Mizuho Bank, Ltd., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrower, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrower has requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrower desires to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrower, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least A+ by S&P *or* A1 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 5 Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	0.875%	1.00%	1.125%	1.25%	1.50%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.00%	0.125%	0.25%	0.50%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among the Borrower, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among the Borrower, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among the Borrower, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Parent Credit Agreement" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Parent Credit Agreement***" means that Credit Agreement, dated as of October 18, 2021, by and among FE and FET as borrowers, the banks and other financial institutions party thereto from time to time, and JPMorgan as administrative agent, as amended, amended and restated or otherwise modified from time to time, including for the release of FET, as borrower thereunder, pursuant to Amendment No. 2 to Credit Agreement and Consent, Limited Waiver and Limited Release, dated as of October 20, 2023."

(e) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(f) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**
BASIS FOR PRICING	Reference Ratings at least A+ by S&P *or* A1 by Moody's	Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 4
Commitment Fee	0.075%	0.10%	0.125%	0.175%	0.225%

(g) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrower agrees to pay to each Fronting Bank, for its own account, certain fees payable by the Borrower in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrower and such Fronting Bank.

(h) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrower may request no more than two extensions pursuant to this Section 2.19."

(i) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that the Borrower may not use such proceeds in connection with any Hostile Acquisition."

(j) Schedule II to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule II hereto.

SECTION 2.*Conditions to Effectiveness*. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by the Borrower, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to the Borrower and (B) all representations and warranties of the Borrower contained in the Credit Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) an opinion of Morgan, Lewis & Bockius LLP, special counsel for the Borrower.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 3. ***Representations and Warranties***. The Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 4. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to,

departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 5. ***Costs and Expenses***. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through

negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrower acknowledges and agrees that, pursuant to Section 8.05(a) of the Credit Agreement, it is required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 6. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 7. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 9. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, the Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that

such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, the Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 9 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

MIZUHO BANK, LTD., as Administrative Agent, Fronting Bank and Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Fronting Bank

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis_____
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

CITIBANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender and as a Fronting Bank

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Lender

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ David Dewar
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,

as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a New Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

SCHEDULE II
List of L/C Fronting Bank Commitments

Fronting Bank	**Fronting Bank Address**	**L/C Fronting Bank Commitment**
Morgan Stanley Bank, N.A.	1300 Thames Street Wharf, 4th Floor Baltimore, BD 21231 Contact: Morgan Stanley Loan Servicing Phone: (443) 627-6648 Email: msloanservicing@morganstanley.com	$30,000,000
PNC Bank, National Association	300 Fifth Avenue Pittsburgh, PA 15222 Attention: Montreal Phillips, Loan Support Analyst Phone: (440) 546-9431	$25,000,000
Wells Fargo Bank, National Association	550 S Tryon Street, 11th Floor Charlotte, NC 28202 Contact: Patrick Engel Phone: (704) 374-2385 Email: Patrick.D.Engel@wellsfargo.com	$20,000,000
Mizuho Bank, Ltd.	1271 Avenue of the Americas New York, NY 10020 Contact: Erik Kildal-Brandt; Leo Pau Phone: (212) 282-4089; (212) 282-3418 Email: Erik.Kildal-Brandt@mizuhogroup.com; leo.pau@mizuhogroup.com; LAU_MGS@mizuhogroup.com	$15,000,000
JPMorgan Chase Bank, N.A.	10421 Highland Manor Drive-Floor 3, Tampa, FL 33610-9128 Attention: Global Trade Services Phone: 800-634-1969 Email: GTS.Client.Services@jpmchase.com	Solely with respect to the Existing Letters of Credit set forth on Schedule III

Exhibit 10.5

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

JERSEY CENTRAL POWER & LIGHT COMPANY,
as Borrower,

THE LENDERS NAMED HEREIN,
as Lenders,

MIZUHO BANK, LTD.,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among Jersey Central Power & Light Company ("***JCP&L***" or the "***Borrower***"), each of the Lenders party hereto, Mizuho Bank, Ltd., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrower, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrower desires to increase the aggregate amount of the Commitments by $250,000,000 (the "***Commitment Increase***") pursuant to Section 2.06(b) of the Existing Credit Agreement and each Lender party hereto as an "Increasing Lender" (each, an "***Increasing Lender***") has agreed to increase its Commitment as set forth herein.

3. The Borrower has requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

4. The Borrower desires to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Commitment Increase.***

(a) On the Amendment Effective Date (as defined below), each Increasing Lender agrees to increase its Commitment to the aggregate amount set forth opposite such Increasing Lender's name on Schedule I to the Credit Agreement as amended hereby. After giving effect to the Commitment Increase, the aggregate amount of the availability under Section 2.06(b) of the Credit Agreement for additional Commitments shall be $0.

(b) In connection with the foregoing and the other transactions contemplated hereby, on the Amendment Effective Date:

(i) each Increasing Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall

determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to the Commitment Increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the total Commitments of all the Lenders to equal its Percentage of such Commitments; and

(ii) the Administrative Agent shall make such reallocations or other relevant actions in respect of the "Commitments" (as defined in and in effect under the Existing Credit Agreement) as are necessary in order that each Lender's Commitment under the Credit Agreement reflects such Lender's Percentage of the total Commitments on the Amendment Effective Date.

SECTION 2. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrower, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least A by S&P *or* A2 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	LEVEL 5 Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	1.00%	1.125%	1.25%	1.50%	1.75%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.125%	0.25%	0.50%	0.75%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among the Borrower, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among the Borrower, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Parent Credit Agreement" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Parent Credit Agreement***" means that Credit Agreement, dated as of October 18, 2021, by and among FE and FET as borrowers, the banks and other financial institutions party thereto from time to time, and JPMorgan as administrative agent, as amended, amended and restated or otherwise modified from time to time, including for the release of FET, as borrower thereunder, pursuant to Amendment No. 2 to Credit Agreement and Consent, Limited Waiver and Limited Release, dated as of October 20, 2023."

(e) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(f) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**
BASIS FOR PRICING	Reference Ratings at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	Reference Ratings lower than Level 4
Commitment Fee	0.10%	0.125%	0.175%	0.225%	0.275%

(g) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrower agrees to pay to each Fronting Bank, for its own account, certain fees payable by the Borrower in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrower and such Fronting Bank.

(h) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrower may request no more than two extensions pursuant to this Section 2.19."

(i) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that the Borrower may not use such proceeds in connection with any Hostile Acquisition."

(j) Schedule I to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I hereto.

(k) Schedule II to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule II hereto.

SECTION 3. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by the Borrower, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Amendment and the Credit Agreement

have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to the Borrower and (B) all representations and warranties of the Borrower contained in the Credit Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) an opinion of Morgan, Lewis & Bockius LLP, special counsel for the Borrower.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 4. ***Representations and Warranties***. The Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not

had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 5. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in

full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 6. ***Costs and Expenses***. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. The Borrower further

agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrower acknowledges and agrees that, pursuant to Section 8.05(a) of the Credit Agreement, it is required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 7. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 8. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 10. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, the Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by

law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, the Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 10 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

JERSEY CENTRAL POWER & LIGHT COMPANY

By: /s/ Weizhong Wang
Name: Weizhong Wang
Title: Treasurer

MIZUHO BANK, LTD.,
as Administrative Agent, Fronting Bank, Lender and Increasing Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

COBANK, ACB,
as a Lender

By: /s/ David B. Willis
Name: David B. Willis
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

CITIBANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Fronting Bank

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BARCLAYS BANK PLC,
as a Lender and as a Fronting Bank

By: /s/ Sydney G. Dennis_____
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender and as a Fronting Bank

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Lender and as a Fronting Bank

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender and as a Fronting Bank

By: /s/ David Dewar_____
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender and as a Fronting Bank

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

SCHEDULE I

List of Commitments and Lending Offices

Lender	**Commitment Amount**	**Lending Office**
CoBank, ACB	$59,101,851.85	6340 S. Fiddlers Green Circle Greenwood Village, CO 80111 Attn: Loan Administration Contact: Beth Johnson Phone: (303) 740-4347 Email: loanadminnotices@cobank.com loanadmin@cobank.com
JPMorgan Chase Bank, N.A.	$40,747,392.87	GR. FLR., 1ST- 6TH FLR., PLATINA BLOCK-3, KODBISANHAL, FLR. 04 Bengaluru, IN-KA, 560103, India Contact: Vithal Giri Phone: (+91-80) 67905186 ext. 75186 Email: vithal.giri@jpmorgan.com
Citibank, N.A.	$40,747,392.87	388 Greenwich St. New York, NY 10013 Contact: Ashwani Khubani Phone: (212) 816-3690 Email: ashwani.khubani@citi.com

Mizuho Bank, Ltd.	$37,959,131.87	1271 Avenue of the Americas New York, NY 10020 Contact: Erik Kildal-Brandt; Leo Pau Phone: (212) 282-4089; (212) 282-3418 Email: Erik.Kildal-Brandt@mizuhogroup.com; leo.pau@mizuhogroup.com; LAU_MGS@mizuhogroup.com
PNC Bank, National Association	$37,959,131.88	300 Fifth Avenue Pittsburgh, PA 15222 Contact: Montreal Phillips, Loan Support Analyst Phone: (440) 546-9431 Email: Montreal.Phillips@pnc.com
Barclays Bank PLC	$37,959,131.88	745 Seventh Avenue, 8th Floor New York, NY 10019 Contact: Oksana Shtogrin Phone: (212) 526 3441 Email: Oksana.shtogrin@barclays.com

Bank of America, N.A.	$37,959,131.88	Bank of America Tower – Charlotte NC1-030-24-02 620 S Tryon St Charlotte, NC 2825 Contact: Holli Balzer Phone: (704) 302-7836 Email: holli.deyerle@bofa.com
Morgan Stanley Bank, N.A.	$37,959,131.88	1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Contact: Morgan Stanley Loan Servicing Phone: (443) 627-6648 Email: msloanservicing@morganstanley.com
MUFG Bank, Ltd.	$37,959,131.88	1251 Avenue of the Americas New York, NY 10020-1104 Contact: Nadia Sleiman Phone: (212) 782-6974 Email: CCD-docunit@us.mufg.jp
The Bank of Nova Scotia	$37,959,131.88	250 Vesey Street, 23rd floor New York, NY 10281 Contact: Sandy Dewar Phone: (917) 439-2391 Email: sandy.dewar@scotiabank.com

Royal Bank of Canada	$37,959,131.88	3 World Financial Center 200 Vesey St New York, NY 10281 Contact: Frank Lambrinos Phone: (212) 858-7374 Email: frank.lambrinos@rbccm.com
Wells Fargo Bank, National Association	$37,959,131.88	550 S Tryon Street, 11th Floor Charlotte, NC 28202 Contact: Patrick Engel Phone: (704) 374-2385 Email: Patrick.D.Engel@wellsfargo.com
Credit Agricole Corporate and Investment Bank	$33,670,731.71	1100 Louisiana St. Ste 4750 Houston, TX 77002 Contact: Dixon Schultz Phone: (713) 890-8607 Email: dixon.schultz@ca-cib.com
Canadian Imperial Bank of Commerce, New York Branch	$29,863,479.41	300 Madison Ave New York, NY 10017 Contact: Anju Abraham Phone: (212) 856-3769 Email: Anju.Abraham@cibc.com

KeyBank National Association	$29,863,479.41	127 Public Square Cleveland, OH 44114 Contact: Renee Bonnell Phone: (216) 689-7729 Email: renee.bonnell@key.com KAS_servicing@keybank.com
Sumitomo Mitsui Banking Corporation	$29,863,479.41	277 Park Avenue New York, NY 10172 Contact: Emily Estevez Phone: (212) 224-4177 Email: eestevez@smbc-Lf.com
TD Bank, N.A.	$29,863,479.41	222 Bay Street, 15th Floor Toronto, ON M5K 1A2 Contact: Diana Macecevic Phone: (416) 350-9135 Email: TDBNANotices@tdsecurities.com
Truist Bank	$29,863,479.41	3333 Peachtree Road NE 3rd Floor Atlanta, GA 30326 Contact: Jackie Johnson Email: TeammateA.gaccs.rightfax@suntrust.com
U.S. Bank National Association	$29,863,479.41	400 City Center Oshkosh, WI 54901 Contact: CLS Syndication Services Phone: 920-237-7601 Email: CLSSyndicationServicesteam@usbank.com

The Bank of New York Mellon	$21,517,826.93	500 Ross Street, Suite 154-0850 Pittsburgh, PA 15262-001 Contact: CBLA2 Phone: (315) 765-4822 Email: CBLA2@bny.com & BNYM@bnymobsnotices.com
The Huntington National Bank	$21,517,826.93	41 South High St. HCO520 Columbus, OH 43287 Contact: Debbie Cabungcal Phone: (614) 480-1283 Email: Debbie.cabungcal@huntington.com
First National Bank of Pennsylvania	$11,883,913.47	12 Federal Street One Northshore Ctr., Suite 500 Pittsburgh PA 15212 Contact: Paul Wargo Phone: (412) 445-1981 Email: wargop@fnb-corp.com
TOTAL	**$750,000,000.00**	

SCHEDULE II

List of L/C Fronting Bank Commitments

Fronting Bank	**Fronting Bank Address**	**L/C Fronting Bank Commitment**
PNC Bank, National Association	300 Fifth Avenue Pittsburgh, PA 15222 Attention: Montreal Phillips, Loan Support Analyst Phone: (440) 546-9431	$35,000,000
Wells Fargo Bank, National Association	550 S Tryon Street, 11th Floor Charlotte, NC 28202 Contact: Patrick Engel Phone: (704) 374-2385 Email: Patrick.D.Engel@wellsfargo.com	$20,000,000
Mizuho Bank, Ltd.	1271 Avenue of the Americas New York, NY 10020 Contact: Erik Kildal-Brandt; Leo Pau Phone: (212) 282-4089; (212) 282-3418 Email: Erik.Kildal-Brandt@mizuhogroup.com; leo.pau@mizuhogroup.com; LAU_MGS@mizuhogroup.com	$15,000,000
Barclays Bank PLC	745 Seventh Avenue, 8th Floor New York, NY 10019 Attention: Nnamdi Otudoh Phone: 212 526 8527 Email: xrabdmlcsupport@barclays.com	$15,000,000
Bank of America, N.A.	1 Fleet Way Scranton, PA 18507 Attention: Scranton Standby	$5,000,000

JPMorgan Chase Bank, N.A.	10410 Highland Manor Drive-Floor 3, Tampa, FL 33610-9128 Attention: Global Trade Services Phone: 800-634-1969 Email: GTS.Client.Services@jpmchase.com	Solely with respect to the Existing Letters of Credit set forth on Schedule III

,

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

MONONGAHELA POWER COMPANY,

and

THE POTOMAC EDISON COMPANY,
as Borrowers,

THE LENDERS NAMED HEREIN,
as Lenders,

MIZUHO BANK, LTD.,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BofA SECURITIES, INC.
WELLS FARGO SECURITIES, LLC

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among Monongahela Power Company ("***MP***") and The Potomac Edison Company ("***PE***" and together with MP, the "***Borrowers***"), each of the Lenders party hereto, Mizuho Bank, Ltd., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrowers, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrowers have requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrowers desire to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrowers, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least A by S&P *or* A2 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	LEVEL 5 Reference Ratings lower than Level 4 but at least BBB- by S&P *or* Baa3 by Moody's	LEVEL 6 Reference Ratings lower than Level 5
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	1.00%	1.125%	1.25%	1.50%	1.75%	2.00%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.125%	0.25%	0.50%	0.75%	1.00%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Parent Credit Agreement" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Parent Credit Agreement***" means that Credit Agreement, dated as of October 18, 2021, by and among FE and FET as borrowers, the banks and other financial institutions party thereto from time to time, and JPMorgan as administrative agent, as amended, amended and restated or otherwise modified from time to time, including for the release of FET, as borrower thereunder, pursuant to Amendment No. 2 to Credit Agreement and Consent, Limited Waiver and Limited Release, dated as of October 20, 2023."

(e) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(f) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**	**LEVEL 6**
BASIS FOR PRICING	Reference Ratings at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	Reference Ratings lower than Level 4 but at least BBB- by S&P *or* Baa3 by Moody's	Reference Ratings lower than Level 5
Commitment Fee	0.10%	0.125%	0.175%	0.225%	0.275%	0.35%

(g) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrowers agree to pay to each Fronting Bank, for its own account, certain fees payable by the Borrowers in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrowers and such Fronting Bank.

(h) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrowers may request no more than two extensions pursuant to this Section 2.19."

(i) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that such Borrower may not use such proceeds in connection with any Hostile Acquisition."

SECTION 2.*Conditions to Effectiveness*. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by each of the Borrowers, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of each Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of each Borrower certifying (A) the names and true signatures of the officers of such Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of such Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by such Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of each Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this

Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to such Borrower and (B) all representations and warranties of such Borrower contained in the Credit Agreement and each other Loan Document to which such Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) opinions of Morgan, Lewis & Bockius LLP, special counsel for the Borrowers, and certain local counsel for the Borrowers, as reasonably requested by the Administrative Agent.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 3. ***Representations and Warranties***. Each Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which such Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of

the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of such Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of such Borrower, threatened against such Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by such Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by such Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 4. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the

part of any Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrowers for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrowers expressly acknowledge such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 5. ***Costs and Expenses***. Each Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. Each Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and

expenses in connection with the enforcement of rights under this Section. The Borrowers acknowledge and agree that, pursuant to Section 8.05(a) of the Credit Agreement, they are required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 6. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 7. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 9. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, each Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now

existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrowers, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by any Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, each Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 9 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MONONGAHELA POWER COMPANY
THE POTOMAC EDISON COMPANY

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

)

MIZUHO BANK, LTD.,
as Administrative Agent and Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Fronting Bank

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender and a Fronting Bank

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Lender

)

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ David Dewar
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a New Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

[LENDER SIGNATURE PAGES TO COME]

Exhibit 10.7

AMENDMENT NO. 3 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED,

MID-ATLANTIC INTERSTATE TRANSMISSION, LLC,

and

TRANS-ALLEGHENY INTERSTATE LINE COMPANY,
as Borrowers,
THE LENDERS NAMED HEREIN,
as Lenders,

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA
WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among American Transmission Systems, Incorporated ("***ATSI***"), Mid-Atlantic Interstate Transmission, LLC ("***MAIT***") and Trans-Allegheny Interstate Line Company ("***TrAILCo***", and together with ATSI and MAIT, the "***Borrowers***"), each of the Lenders party hereto, PNC Bank, National Association, as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrowers, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 18, 2021 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrowers have requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 18, 2027 to October 18, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrowers desire to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***Third Amendment***" means the Amendment No. 3 to Credit Agreement, dated as of October 24, 2024, by and among the Borrowers, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***Third Amendment Effective Date***" means the Amendment Effective Date (as defined in the Third Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	LEVEL 1 Reference Ratings at least A+ by S&P *or* A1 by Moody's	LEVEL 2 Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	LEVEL 3 Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	LEVEL 4 Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	LEVEL 5 Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	0.875%	1.00%	1.125%	1.25%	1.50%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.00%	0.125%	0.25%	0.50%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (iii) thereof; and

(ii) by adding the following at the end of clause (iv) thereof:

"(v) the fee letter, dated September 21, 2023, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., and The Bank of Nova Scotia, (vi) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (vii) the fee letter, dated September 19, 2024, by and among the Borrowers, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., MUFG Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Parent Credit Agreement" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Parent Credit Agreement***" means that Credit Agreement, dated as of October 18, 2021, by and among FE and FET as borrowers, the banks and other financial institutions party thereto from time to time, and JPMorgan as administrative agent, as amended, amended and restated or otherwise modified from time to time, including for the release of FET, as borrower thereunder, pursuant to Amendment No. 2 to Credit Agreement and Consent, Limited Waiver and Limited Release, dated as of October 20, 2023."

(e) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 18, 2028, subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(f) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**
BASIS FOR PRICING	Reference Ratings at least A+ by S&P *or* A1 by Moody's	Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 4
Commitment Fee	0.075%	0.10%	0.125%	0.175%	0.225%

(g) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrowers agree to pay to each Fronting Bank, for its own account, certain fees payable by the Borrowers in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrowers and such Fronting Bank.

(h) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the Third Amendment Effective Date, the Borrowers may request no more than two extensions pursuant to this Section 2.19."

(i) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that such Borrower may not use such proceeds in connection with any Hostile Acquisition."

(j) Section 6.01 of the Existing Credit Agreement is hereby amended by amending and restating clauses (i) and (j) thereof in their entirety as follows:

"(i) (i) Either FE or North American Transmission Company II L.P. shall fail to own directly or indirectly 100% of the issued and outstanding shares of common stock of each Borrower (with any such failure constituting an Event of Default with respect to such Borrower), (ii) any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the SEC under the Exchange Act), directly or indirectly, of securities of any Borrower (or other securities convertible into such securities) representing 30% or more of the combined voting power of all securities of such Borrower, as applicable, entitled to vote in the election of directors; or (iii) commencing after the date of this Agreement, individuals who as of the date of this Agreement were directors shall have ceased for any reason to constitute a majority of the Board of Directors of such Borrower, as applicable, unless the Persons replacing such individuals were nominated by the stockholders or the Board of Directors of such Borrower in accordance with such Borrower's Organizational Documents (each a "***Change of Control***"); or

(j) (i) Any indictment shall be issued against FET, any Borrower or any Significant Subsidiary of a Borrower arising from a purported violation of any Anti-Corruption Law, or (ii) FET, any Borrower or any Significant Subsidiary of a Borrower shall have entered into any deferred prosecution agreement (or similar agreement) with respect to a purported violation of any Anti-Corruption Law (other than the DPA);"

SECTION 2. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall

be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by each of the Borrowers, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of each Borrower approving this Amendment and the Credit Agreement, and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of each Borrower certifying (A) the names and true signatures of the officers of such Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of such Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by such Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of each Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to such Borrower and (B) all representations and warranties of such Borrower contained in the Credit Agreement and each other Loan Document to which such Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) opinions of Morgan, Lewis & Bockius LLP, special counsel for the Borrowers, and certain local counsel for the Borrowers, as reasonably requested by the Administrative Agent.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 3. ***Representations and Warranties***. Each Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which such Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to such Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of such Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when

taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of such Borrower, threatened against such Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by such Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by such Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 4. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of any Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrowers for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrowers expressly acknowledge such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 5. ***Costs and Expenses***. Each Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. Each Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrowers acknowledge and agree that, pursuant to Section 8.05(a) of the Credit Agreement, they are required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 6. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a

paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 7. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 9. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, each Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrowers, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by any Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, each Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such

representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 9 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMERICAN TRANSMISSION SYSTEMS,
INCORPORATED
MID-ATLANTIC INTERSTATE
TRANSMISSION, LLC
TRANS-ALLEGHENY INTERSTATE LINE COMPANY

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Fronting Bank and Lender

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

CITIBANK, N.A., as a Lender

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Lender

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender and as a Fronting Bank

By: /s/ David Dewar
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

COBANK, ACB, as a Lender

By: /s/ David B. Willis
Name: David B. Willis
Title: Managing Director

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

Exhibit 10.8

AMENDMENT NO. 1 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

FIRSTENERGY TRANSMISSION, LLC,
as Borrower,

THE LENDERS NAMED HEREIN,
as Lenders,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
BARCLAYS BANK PLC
BofA SECURITIES, INC.
WELLS FARGO SECURITIES, LLC

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA

as Joint Lead Arrangers

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This AMENDMENT NO. 1 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among FirstEnergy Transmission, LLC ("***FET***" or the "***Borrower***"), each of the Lenders party hereto, JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrower, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 20, 2023 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrower has requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 20, 2028 to October 20, 2029 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrower desires to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***First Amendment***" means the Amendment No. 1 to Credit Agreement, dated as of October 24, 2024, by and among the Borrower, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***First Amendment Effective Date***" means the Amendment Effective Date (as defined in the First Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

BASIS FOR PRICING	**LEVEL 1** Reference Ratings at least A by S&P *or* A2 by Moody's	**LEVEL 2** Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	**LEVEL 3** Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	**LEVEL 4** Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	**LEVEL 5** Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	1.00%	1.125%	1.25%	1.50%	1.75%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.125%	0.25%	0.50%	0.75%

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (ii) thereof; and

(ii) by adding the following at the end of clause (iii) thereof:

", (iv) the fee letter, dated September 19, 2024, by and among the Borrower, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (v) the fee letter, dated September 19, 2024, by and among the Borrower, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 20, 2029 subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(e) Section 2.05(a) of the Existing Credit Agreement is hereby amended by replacing the table set forth therein with the below table:

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**
BASIS FOR PRICING	Reference Ratings at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 1 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 2 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 3 but at least BBB by S&P *or* Baa2 by Moody's	Reference Ratings lower than Level 4
Commitment Fee	0.10%	0.125%	0.175%	0.225%	0.275%

(f) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

> (d) The Borrower agrees to pay to each Fronting Bank, for its own account, certain fees payable by the Borrower in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrower and such Fronting Bank.

(g) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

> "Following the First Amendment Effective Date, the Borrower may request no more than two extensions pursuant to this Section 2.19."

(h) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

> "*provided, however*, that the Borrower may not use such proceeds in connection with any Hostile Acquisition."

(i) Section 6.01 of the Existing Credit Agreement is hereby amended by amending and restating clauses (i) and (j) thereof in their entirety as follows:

> "(i) (i) Either FE or North American Transmission Company II L.P. shall fail to own directly or indirectly 50.1% or more of the issued and outstanding shares of common stock of the Borrower, (ii) any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the SEC under the Exchange Act), directly or indirectly, of securities of

the Borrower (or other securities convertible into such securities) representing 30% or more of the combined voting power of all securities of the Borrower, entitled to vote in the election of directors; or (iii) commencing after the date of this Agreement, individuals who as of the date of this Agreement were directors shall have ceased for any reason to constitute a majority of the Board of Directors of the Borrower, unless the Persons replacing such individuals were nominated by the stockholders or the Board of Directors of the Borrower in accordance with the Borrower's Organizational Documents (each a "***Change of Control***"); or

(j) (i) Any indictment shall be issued against the Borrower or any Significant Subsidiary of the Borrower arising from a purported violation of any Anti-Corruption Law, or (ii) the Borrower or any Significant Subsidiary of the Borrower shall have entered into any deferred prosecution agreement (or similar agreement) with respect to a purported violation of any Anti-Corruption Law (other than the DPA); or"

(j) Schedule I to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I hereto.

SECTION 2. ***New Lender; Reallocations.***

(a) ***New Lender***. Wells Fargo Bank, National Association (the "New Lender") (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and by the Credit Agreement and to become a Lender under the Credit Agreement, (B) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire its Commitments under the Credit Agreement and become a Lender, (C) from and after the Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its Commitments, shall have the obligations of a Lender thereunder, (D) it is sophisticated with respect to decisions to acquire assets of the type represented by its Commitments and either it, or the Person exercising discretion in making its decision to acquire its Commitments, is experienced in acquiring assets of this type, and (E) it has received a copy of the Existing Credit Agreement and the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Sections 5.01(g) of the Existing Credit Agreement, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and to become a Lender under the Credit Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any "Joint Lead Arranger" or any other Lender or their respective Related Parties, (ii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) agrees that (A) it will, independently and without reliance on the Administrative Agent, any "Joint Lead Arranger" or any other Lender or their respective Related Parties, and based on such documents and information as it shall deem

appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(b) ***Reallocations, Etc.*** Notwithstanding anything to the contrary in the Existing Credit Agreement or the Credit Agreement:

(i) as of the Amendment Effective Date, each Lender's Commitment shall be as set forth on Schedule I hereto;

(ii) the New Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to this Amendment, each Lender's Commitment to be as set forth on Schedule I hereto;

(iii) in connection with the foregoing, the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of the "Commitments" (as defined in and in effect under the Existing Credit Agreement) as are necessary in order that each Lender's Commitment under the Credit Agreement is as set forth on Schedule I hereto on the Amendment Effective Date, and the Borrower and each Lender that was a "Lender" under the Existing Credit Agreement hereby agrees that (A) such reallocation, sales and assignments shall be deemed to have been effected by way of, and subject to the terms and conditions of, Assignment and Assumptions, and no other documents or instruments shall be, or shall be required to be, executed in connection with such assignments (all of which are hereby waived), (B) such reallocation shall satisfy the assignment provisions of Section 8.08 of the Existing Credit Agreement and (C) in connection with such reallocation, sales, assignments or other relevant actions, the Borrower shall pay all interest and fees outstanding under the Existing Credit Agreement and accrued to the date hereof to the Administrative Agent for the account of the Lenders party hereto, together with any losses, costs and expenses incurred by Lenders under the Existing Credit Agreement; and

(iv) each of the signatories hereto that is also a party to the Existing Credit Agreement hereby consents to any of the actions described in this Section 2(b) and agrees that any and all required notices and required notice periods under the Existing Credit Agreement in connection with any of the actions described in this Section 2(b) on the Amendment Effective Date are hereby waived and of no force and effect.

SECTION 3. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all

reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by the Borrower, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Amendment and the Credit Agreement have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to the Borrower and (B) all representations and warranties of the Borrower contained in the Credit Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) an opinion of Morgan, Lewis & Bockius LLP, special counsel for the Borrower.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 4. ***Representations and Warranties***. The Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 5. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii)

each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 6. ***Costs and Expenses***. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. The Borrower further agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrower acknowledges and agrees that, pursuant to Section 8.05(a) of the Credit Agreement, it is required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 7. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this

Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 8. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 10. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, the Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial

accommodations. In entering into this Amendment, the Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 10 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

FIRSTENERGY TRANSMISSION, LLC

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, a Fronting Bank and a Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

CITIBANK, N.A., as a Lender and as a Fronting Bank

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, a Fronting Bank and a Lender

By: /s/ Khawaja Tariq
Name: Khawaja Tariq
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Anna Bartholomew
Name: Anne Bartholomew
Title: Vice President

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis_____
Name: Sydney G. Dennis Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender and as a Fronting Bank

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Director

THE BANK OF NOVA SCOTIA,
as a Lender and as a Fronting Bank

By: /s/ David Dewar_____
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender and as a Fronting Bank

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a New Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender and as a Fronting Bank

By: /s/ Michael King
Name: Michael King
Title: Vice President

COBANK, ACB, as a Lender

By: /s/ David B. Willis
Name: David B. Willis
Title: Managing Director

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

SCHEDULE I

List of Commitments and Lending Offices

Lender	**Commitment Amount**	**Lending Office**
JPMorgan Chase Bank, N.A.	$52,736,988.84	500 Stanton Christiana Road, NCC5 Newark, DE 19713-2105 Contact: Eric Ludman Phone: (302) 455-4163 Email: eric.ludman@jpmorgan.com
Citibank, N.A.	$52,736,988.84	388 Greenwich St. New York, NY 10013 Contact: Ashwani Khubani Phone: (212) 816-3690 Email: ashwani.khubani@citi.com
Mizuho Bank, Ltd.	$52,628,252.79	1271 Avenue of the Americas New York, NY 10020 Contact: Erik Kildal-Brandt; Leo Pau Phone: (212) 282-4089; (212) 282-3418 Email: Erik.Kildal-Brandt@mizuhogroup.com; leo.pau@mizuhogroup.com; LAU_MGS@mizuhogroup.com
PNC Bank, National Association	$52,628,252.79	300 Fifth Avenue Pittsburgh, PA 15222 Contact: Montreal Phillips, Loan Support Analyst Phone: (440) 546-9431 Email: Montreal.Phillips@pnc.com

Barclays Bank PLC	$52,628,252.79	745 Seventh Avenue, 8th Floor New York, NY 10019 Contact: Oksana Shtogrin Phone: (212) 526 3441 Email: Oksana.shtogrin@barclays.com
Bank of America, N.A.	$52,628,252.79	Bank of America Tower – Charlotte NC1-030-24-02 620 S Tryon St Charlotte, NC 2825 Contact: Jacqueline Margetis Phone: (813) 597-9962 Email: Bank_of_America_As_Lender_1@bofa.com, jacqueline.margetis@bofa.com
The Bank of Nova Scotia	$52,628,252.79	250 Vesey Street, 23rd floor New York, NY 10281 Contact: Sandy Dewar Phone: (917) 439-2391 Email: sandy.dewar@scotiabank.com
Royal Bank of Canada	$52,628,252.79	3 World Financial Center 200 Vesey St New York, NY 10281 Contact: Frank Lambrinos Phone: (212) 858-7374 Email: frank.lambrinos@rbccm.com
Wells Fargo Bank, National Association	$52,628,252.79	550 S Tryon Street, 11th Floor Charlotte, NC 28202 Contact: Patrick Engel Phone: (704) 374-2385 Email: Patrick.D.Engel@wellsfargo.com

Canadian Imperial Bank of Commerce, New York Branch	$48,000,000.00	300 Madison Ave New York, NY 10017 Contact: Anju Abraham Phone: (212) 856-3769 Email: Anju.Abraham@cibc.com
Credit Agricole Corporate and Investment Bank	$48,000,000.00	1100 Louisiana St. Ste 4750 Houston, TX 77002 Contact: Dixon Schultz Phone: (713) 890-8607 Email: dixon.schultz@ca-cib.com
KeyBank National Association	$48,000,000.00	127 Public Square Cleveland, OH 44114 Contact: Renee Bonnell Phone: (216) 689-7729 Email: renee.bonnell@key.com KAS_servicing@keybank.com
Sumitomo Mitsui Banking Corporation	$48,000,000.00	277 Park Avenue New York, NY 10172 Contact: Emily Estevez Phone: (212) 224-4177 Email: eestevez@smbc-Lf.com
TD Bank, N.A.	$48,000,000.00	222 Bay Street, 15th Floor Toronto, ON M5K 1A2 Contact: Diana Macecevic Phone: (416) 350-9135 Email: TDBNANotices@tdsecurities.com

Truist Bank	$48,000,000.00	110 S Stratford Rd Winston Salem, NC 27104 Contact: Shana Pask Phone : 333-733-2645 Email: CapitalMarkets-W-S@truist.com
U.S. Bank National Association	$48,000,000.00	400 City Center Oshkosh, WI 54901 Contact: CLS Syndication Services Phone: 920-237-7601 Email: CLSSyndicationServicesteam@usbank.com
Morgan Stanley Bank, N.A.	$37,000,000.00	1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Contact: Morgan Stanley Loan Servicing Phone: (443) 627-6648 Email: msloanservicing@morganstanley.com
Morgan Stanley Senior Funding, Inc.	$15,628,252.79	1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Contact: Morgan Stanley Loan Servicing Phone: (443) 627-6648 Email: msloanservicing@morganstanley.com

CoBank, ACB	$34,375,000.00	6340 S. Fiddlers Green Circle Greenwood Village, CO 80111 Attn: Loan Administration Contact: Beth Johnson Phone: (303) 740-4347 Email: loanadminnotices@cobank.com loanadmin@cobank.com
First National Bank of Pennsylvania	$34,375,000.00	12 Federal Street One Northshore Ctr., Suite 500 Pittsburgh PA 15212 Contact: Paul Wargo Phone: (412) 445-1981 Email: wargop@fnb-corp.com
The Bank of New York Mellon	$34,375,000.00	500 Ross Street, Suite 154-0850 Pittsburgh, PA 15262-001 Contact: CBLA2 Phone: (315) 765-4822 Email: CBLA2@bny.com & BNYM@bnymobsnotices.com
The Huntington National Bank	$34,375,000.00	41 South High St. HCO520 Columbus, OH 43287 Contact: Debbie Cabungcal Phone: (614) 480-1283 Email: Debbie.cabungcal@huntington.com
TOTAL	**$1,000,000,000.00**	

Exhibit 10.9

AMENDMENT NO. 1 TO CREDIT AGREEMENT

dated as of October 24, 2024

among

KEYSTONE APPALACHIAN TRANSMISSION CO.,
as Borrower,

THE LENDERS NAMED HEREIN,
as Lenders,

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent,

and

THE FRONTING BANKS NAMED HEREIN,
as Fronting Banks

JPMORGAN CHASE BANK, N.A.
PNC CAPITAL MARKETS LLC
MUFG BANK, LTD.
BARCLAYS BANK PLC
BofA SECURITIES, INC.
WELLS FARGO SECURITIES, LLC

MIZUHO BANK, LTD.
CITIBANK, N.A.
MORGAN STANLEY SENIOR FUNDING, INC.
THE BANK OF NOVA SCOTIA
ROYAL BANK OF CANADA

as Joint Lead Arrangers

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This AMENDMENT NO. 1 TO CREDIT AGREEMENT, dated as of October 24, 2024 (this "***Amendment***"), to the Existing Credit Agreement referred to below, is entered into by and among Keystone Appalachian Transmission Co. ("***KATCo***" or the "***Borrower***"), each of the Lenders party hereto, PNC Bank, National Association, as Administrative Agent for the Lenders, and each of the Fronting Banks party hereto.

PRELIMINARY STATEMENTS

1. The Borrower, the Lenders, the Administrative Agent and the Fronting Banks are parties to that certain Credit Agreement, dated as of October 20, 2023 (as amended prior to the date hereof, the "***Existing Credit Agreement***"; the Existing Credit Agreement, as amended by this Amendment, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. The Borrower has requested that each Lender extend the Termination Date applicable to such Lender for an additional one year period, from October 20, 2027 to October 20, 2028 (the "***Extension***") and each Lender has agreed to the Extension as to itself.

3. The Borrower desires to amend the Existing Credit Agreement as set forth herein, and the Lenders, the Administrative Agent and the Fronting Banks have agreed to such amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ***Amendments to Existing Credit Agreement***.

(a) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following terms in the proper alphabetical order therein:

(i) "***First Amendment***" means the Amendment No. 1 to Credit Agreement, dated as of October 24, 2024, by and among the Borrower, each of the Lenders party thereto, the Administrative Agent, and each of the Fronting Banks party thereto.

(ii) "***First Amendment Effective Date***" means the Amendment Effective Date (as defined in the First Amendment), which date is October 24, 2024.

(b) The definition of the term "Applicable Margin" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

"***Applicable Margin***" means, for any Alternate Base Rate Advance or any Term Benchmark Advance (or, if applicable, RFR Advance) made to the Borrower, the interest rate *per annum* set forth in the relevant row of the table immediately

below, determined by reference to the Reference Ratings, from time to time in effect (and, solely in the case that there are no Reference Ratings, Applicable Margin shall be at Level 5):

BASIS FOR PRICING	**LEVEL 1** Reference Ratings at least A+ by S&P *or* A1 by Moody's	**LEVEL 2** Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	**LEVEL 3** Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	**LEVEL 4** Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	**LEVEL 5** Reference Ratings lower than Level 4
Applicable Margin for Term Benchmark Advances (or, if applicable, RFR Advances)	0.875%	1.00%	1.125%	1.25%	1.50%
Applicable Margin for Alternate Base Rate Advances	0.00%	0.00%	0.125%	0.25%	0.50%

For purposes of the foregoing, (i) if there is a difference of one level in Reference Ratings of S&P and Moody's and the higher of such Reference Ratings falls in Level 1, Level 2, Level 3 and Level 4 then the higher Reference Rating will be used to determine the pricing level and (ii) if there is a difference of more than one level in Reference Ratings of S&P and Moody's, the Reference Rating that is one level above the lower of such Reference Ratings will be used to determine the pricing level, unless the lower of such Reference Ratings falls in Level 5, in which case the lower of such Reference Ratings will be used to determine the pricing level. If there exists only one Reference Rating, such Reference Rating will be used to determine the pricing level. Any increase or decrease in the Applicable Margin resulting from a change in the Reference Rating shall become effective on the third (3rd) Business Day following such change in the Reference Rating.

(c) The definition of the term "Fee Letters" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended as follows:

(i) by deleting the word "and" at the end of clause (ii) thereof; and

(ii) by adding the following at the end of clause (iii) thereof:

", (iv) the fee letter, dated September 19, 2024, by and among the Borrower, FE, certain of FE's other Subsidiaries, JPMorgan, Mizuho, PNC Capital Markets LLC and PNC Bank and (v) the fee letter, dated September 19, 2024, by and among the Borrower, FE, certain of FE's other Subsidiaries, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada, Barclays Bank PLC, BofA Securities, Inc., Bank of America, N.A., Mizuho Bank, Ltd., The Bank of Nova Scotia and Wells Fargo Securities, LLC."

(d) The definition of the term "Termination Date" set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

""***Termination Date***" means October 20, 2028 subject, for certain Lenders, to the extension described in Section 2.19 hereof, or, in any case, the earlier date of termination in whole of the Commitments pursuant to Section 2.06 or Section 6.01 hereof."

(e) Section 2.05(a) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee on the amount of such Lender's Available Commitment at such time from the date hereof in the case of each Bank and from the effective date specified in the Assignment and Assumption pursuant to which it became a Lender in the case of each other Lender until the Termination Date applicable to such Lender, payable quarterly in arrears, fifteen (15) Business Days after the last day of each March, June, September and December during such period, and on such Termination Date, at the rate *per annum* set forth below determined by reference to the Reference Ratings of the Borrower from time to time in effect (and, solely in the case that there are no Reference Ratings, the rate shall be at Level 5):

	LEVEL 1	**LEVEL 2**	**LEVEL 3**	**LEVEL 4**	**LEVEL 5**
BASIS FOR PRICING	Reference Ratings at least A+ by S&P *or* A1 by Moody's	Reference Ratings lower than Level 1 but at least A by S&P *or* A2 by Moody's	Reference Ratings lower than Level 2 but at least A- by S&P *or* A3 by Moody's	Reference Ratings lower than Level 3 but at least BBB+ by S&P *or* Baa1 by Moody's	Reference Ratings lower than Level 4
Commitment Fee	0.075%	0.10%	0.125%	0.175%	0.225%

For purposes of the foregoing, (i) if there is a difference of one level in Reference Ratings of S&P and Moody's and the higher of such Reference Ratings falls in Level 1, Level 2, Level 3 or Level 4 , then the higher Reference Rating will be used to determine the commitment fee, and (ii) if there is a difference of more than one level in Reference Ratings of S&P and Moody's, the Reference Rating that is one level above the lower of such Reference Ratings will be used to determine the commitment fee, unless the lower of such Reference Ratings falls in Level 5, in which case the lower of such Reference Ratings will be used to determine the commitment fee. If there exists only one Reference Rating, such Reference Rating will be used to determine the commitment fee. Any increase or decrease in the commitment fee resulting from a change in the Reference Rating shall become effective on the third (3rd) Business Day following such change in the Reference Rating.

(f) Section 2.05(d) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

(d) The Borrower agrees to pay to each Fronting Bank, for its own account, certain fees payable by the Borrower in such amounts and payable on such terms as set forth in the Fee Letters or separately agreed upon between the Borrower and such Fronting Bank.

(g) Section 2.19(a) of the Existing Credit Agreement is hereby amended by amending and restating the last sentence thereof in its entirety as follows:

"Following the First Amendment Effective Date, the Borrower may request no more than two extensions pursuant to this Section 2.19."

(h) Section 5.03(e) of the Existing Credit Agreement is hereby amended by amending and restating the proviso thereof in its entirety as follows:

"*provided, however*, that the Borrower may not use such proceeds in connection with any Hostile Acquisition."

(i) Schedule I to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I hereto.

SECTION 2.*New Lender; Reallocations.*

(a) ***New Lender***. Wells Fargo Bank, National Association (the "New Lender") (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and by the Credit Agreement and to become a Lender under the Credit Agreement, (B) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire its Commitments under the Credit Agreement and become a Lender, (C) from and after the Amendment Effective Date,

it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its Commitments, shall have the obligations of a Lender thereunder, (D) it is sophisticated with respect to decisions to acquire assets of the type represented by its Commitments and either it, or the Person exercising discretion in making its decision to acquire its Commitments, is experienced in acquiring assets of this type, and (E) it has received a copy of the Existing Credit Agreement and the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Sections 5.01(g) of the Existing Credit Agreement, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and to become a Lender under the Credit Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any "Joint Lead Arranger" or any other Lender or their respective Related Parties, (ii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, and (iii) agrees that (A) it will, independently and without reliance on the Administrative Agent, any "Joint Lead Arranger" or any other Lender or their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(b) ***Reallocations, Etc.*** Notwithstanding anything to the contrary in the Existing Credit Agreement or the Credit Agreement:

(i) as of the Amendment Effective Date, each Lender's Commitment shall be as set forth on Schedule I hereto;

(ii) the New Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to this Amendment, each Lender's Commitment to be as set forth on Schedule I hereto;

(iii) in connection with the foregoing, the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of the "Commitments" (as defined in and in effect under the Existing Credit Agreement) as are necessary in order that each Lender's Commitment under the Credit Agreement is as set forth on Schedule I hereto on the Amendment Effective Date, and the Borrower and each Lender that was a "Lender" under the Existing Credit Agreement hereby agrees that (A) such reallocation, sales and assignments shall be deemed to have been effected by way of, and subject to the terms and conditions of, Assignment and Assumptions, and no other documents or instruments shall be, or shall be required to be, executed in connection with such assignments (all of which are hereby waived), (B) such reallocation shall satisfy the assignment provisions of Section 8.08 of the Existing Credit Agreement and (C) in connection with such reallocation, sales, assignments or other relevant actions, the

Borrower shall pay all interest and fees outstanding under the Existing Credit Agreement and accrued to the date hereof to the Administrative Agent for the account of the Lenders party hereto, together with any losses, costs and expenses incurred by Lenders under the Existing Credit Agreement; and

(iv) each of the signatories hereto that is also a party to the Existing Credit Agreement hereby consents to any of the actions described in this Section 2(b) and agrees that any and all required notices and required notice periods under the Existing Credit Agreement in connection with any of the actions described in this Section 2(b) on the Amendment Effective Date are hereby waived and of no force and effect.

SECTION 3. ***Conditions to Effectiveness***. This Amendment shall become effective as of the date first above written (the "***Amendment Effective Date***") when, and only when, the following conditions have been satisfied (or waived by the Administrative Agent and the Lenders party hereto in their sole discretion):

(a) The Administrative Agent shall have received, in immediately available funds, to the extent invoiced prior to the Amendment Effective Date, reimbursement or payment of all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, the reasonable fees and expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) to the Administrative Agent) required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document.

(b) The Administrative Agent shall have received the following documents, each document being dated the date of receipt thereof by the Administrative Agent (which date shall be the same for all such documents, except as otherwise specified below), in form and substance satisfactory to the Administrative Agent:

(i) either (A) counterparts of this Amendment duly executed by the Borrower, the Lenders, the Administrative Agent, and the Fronting Banks or (B) written evidence satisfactory to the Administrative Agent that such parties have signed counterparts of this Amendment;

(ii) certified copies of (A) the resolutions of the Board of Directors of the Borrower approving this Amendment and the Credit Agreement and (B) all documents evidencing any other necessary corporate action with respect to this Amendment and the Credit Agreement;

(iii) a certificate of the Secretary or an Assistant Secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment and the other documents to be delivered hereunder, (B) that attached thereto are true and correct copies of the Organizational Documents of the Borrower, in each case as in effect on such date, and (C) that true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Amendment and the Credit Agreement

have previously been delivered to the Administrative Agent and remain in full force and effect on such date;

(iv) a certificate of an Authorized Officer of the Borrower (the statements in which shall be true) certifying that, both before and after giving effect to this Amendment, (A) no event has occurred and is continuing that constitutes an Event of Default or an Unmatured Default with respect to the Borrower and (B) all representations and warranties of the Borrower contained in the Credit Agreement and each other Loan Document to which the Borrower is a party are true and correct in all material respects (or in the case of any representation or warranty already qualified by materiality, true and correct in all respects) on and as of the Amendment Effective Date, as though made on and as of such date (other than any such representation or warranty that by its terms refers to a specific date, in which case such representation and warranty shall be true and correct as of such specific date); and

(v) opinions of Morgan, Lewis & Bockius LLP, special counsel for the Borrower, and certain local counsel for the Borrower, as reasonably requested by the Administrative Agent.

(c) The Administrative Agent shall have received all documentation and information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the Patriot Act and the Beneficial Ownership Regulation, to the extent such documentation or information is requested by the Administrative Agent on behalf of any Lender prior to the Amendment Effective Date.

SECTION 4. ***Representations and Warranties***. The Borrower represents and warrants as follows:

(a) ***Due Authorization***. The execution, delivery and performance by it of this Amendment and each other Loan Document being executed and delivered in connection with this Amendment to which the Borrower is a party have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders or members, as the case may be, other than such consents and approvals as have been duly obtained, given or accomplished.

(b) ***No Violation, Etc.*** Neither the execution, delivery or performance by it of this Amendment, any other Loan Document being executed and delivered in connection with this Amendment to which it is a party, nor the consummation by it of the transactions contemplated hereby or thereby, nor compliance by it with the provisions hereof or thereof, nor the performance by it of the Credit Agreement, contravenes or will contravene, or results or will result in a breach of, any of the provisions of its Organizational Documents, any Applicable Law, or any indenture, mortgage, deed of trust, lease, license or any other agreement or instrument to which it or any of its Subsidiaries is party or by which its property or the property of any of its Subsidiaries is bound, or results or will result in the creation or imposition of any Lien upon any of its property or the property of any of its Subsidiaries, except to the extent such contravention or breach, or the creation or imposition of any such Lien, individually or in the aggregate, has not

had and would not reasonably be expected to have a Material Adverse Effect with respect to the Borrower.

(c) ***Governmental Actions***. No Governmental Action is or will be required in connection with (i) the execution, delivery or performance by it of, or the consummation by it of the transactions contemplated by, this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party, or (ii) the performance by it of the Credit Agreement.

(d) ***Execution and Delivery***. This Amendment and the other Loan Documents being executed and delivered in connection with this Amendment to which it is, or is to become, a party have been or will be (as the case may be) duly executed and delivered by it, and each of this Amendment and the Credit Agreement is, and upon execution and delivery thereof each such other Loan Document will be, the legal, valid and binding obligation of it enforceable against it in accordance with its terms, *subject, however*, solely with respect to this Amendment, the Credit Agreement and such other Loan Document, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(e) ***No Material Misstatements***. The reports, financial statements and other written information furnished by or on behalf of the Borrower to the Administrative Agent, any Fronting Bank or any Lender pursuant to or in connection with this Amendment and the transactions contemplated hereby, when taken together with the Disclosure Documents, do not contain, when taken as a whole, any untrue statement of a material fact and do not omit, when taken as a whole, to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(f) ***Litigation***. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against the Borrower or any of its Subsidiaries that involve this Amendment, the Credit Agreement or any other Loan Document.

(g) ***No Default***. No Unmatured Default or Event of Default has occurred and is continuing or would occur as a result of (i) the execution, delivery or performance by the Borrower of this Amendment or any other Loan Document being executed and delivered in connection with this Amendment to which it is, or is to become, a party or (ii) the performance by the Borrower of the Credit Agreement.

(h) ***Anti-Corruption Laws***. No proceeds of any Borrowing have been used in violation of any Anti-Corruption Law.

SECTION 5. ***Reference to and Effect on the Credit Agreement and the Other Loan Documents***.

(a) Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Agreement and the other Loan Documents shall remain in

full force and effect in accordance with their respective terms and are hereby in all respects ratified and confirmed. The amendments set forth herein shall be limited precisely as provided for herein and shall not be deemed to be a waiver of, release of, amendment of, consent to, departure from or modification of any term or provision of the Loan Documents or any other document or instrument referred to therein or of any transaction or further or future action on the part of the Borrower requiring the consent of the Administrative Agent, the Fronting Banks or the Lenders except to the extent specifically provided for herein. The Administrative Agent and the Lenders have not and shall not be deemed to have waived any of their respective rights and remedies against the Borrower for any existing or future Unmatured Default or Event of Default. The Administrative Agent, the Fronting Banks and the Lenders reserve the right to insist on strict compliance with the terms of the Credit Agreement and the other Loan Documents, and the Borrower expressly acknowledges such reservation of rights. Any future or additional amendment of any provision of the Credit Agreement or any other Loan Document shall be effective only if set forth in a writing separate and distinct from this Amendment and executed by the appropriate parties in accordance with the terms thereof.

(b) Upon the effectiveness of this Amendment: (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement; and (ii) each reference in any other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement. This Amendment shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a release or waiver of any right, power or remedy of the Lenders, the Administrative Agent or the Fronting Banks under the Existing Credit Agreement or any other Loan Document, nor constitute a release or a waiver of any provision of the Existing Credit Agreement or any other Loan Document. The execution, delivery and effectiveness of this Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement or any other Loan Document and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid on or prior to the Amendment Effective Date, continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

SECTION 6. ***Costs and Expenses***. The Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, each Fronting Bank and each Lender in connection with the preparation, execution, delivery, syndication and administration of this Amendment and the other documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including, but not limited to, one local counsel and any specialist counsel in each relevant jurisdiction) for the Administrative Agent, the Fronting Banks and the Lenders with respect thereto and with respect to advising the Administrative Agent, the Fronting Banks and each Lender as to their rights and responsibilities under this Amendment. The Borrower further

agrees to pay on demand all reasonable out-of-pocket costs and expenses, if any (including, without limitation, reasonable fees and expenses of counsel), incurred by the Administrative Agent, the Fronting Banks and the Lenders in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, the Credit Agreement and the other documents to be delivered hereunder, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this Section. The Borrower acknowledges and agrees that, pursuant to Section 8.05(a) of the Credit Agreement, it is required to pay, among other costs and expenses set forth therein, the reasonable fees and expenses of counsel for the Administrative Agent (including, but not limited to, any local counsel and any specialist counsel for the Administrative Agent), in accordance with the terms thereof.

SECTION 7. ***Counterparts***. This Amendment may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission (including, without limitation, by Adobe portable document format file (also known as a "PDF" file)) shall be as effective as delivery of a manually signed counterpart of this Amendment. The words "execution," "executed," "signed," "signature," "delivery," and words of like import in or relating to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided*, that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent; *provided*, *further*, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

SECTION 8. ***Governing Law***. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. ***Miscellaneous***. This Amendment shall be subject to the provisions of Sections 8.05, 8.10, 8.11 and 8.12 of the Credit Agreement, each of which is incorporated by reference herein, *mutatis mutandis*.

SECTION 10. ***Release***. In consideration of, among other things, the Administrative Agent's, the Fronting Banks' and the Lenders' execution and delivery of this Amendment, the Borrower, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, "***Releasors***"), hereby forever agrees and covenants not to sue or prosecute against any Releasee (as hereinafter defined) and hereby forever waives, releases and discharges, to the fullest extent permitted by

law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, liens, warranties, damages and consequential damages, judgments, costs or expenses whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "***Claims***"), against any or all of the Credit Parties in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "***Releasees***"), based in whole or in part on facts existing on or before the Amendment Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Loan Documents or transactions contemplated thereby or any actions or omissions in connection therewith; or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Credit Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The receipt by the Borrower of any Advances or other financial accommodations made by any Credit Party after the date hereof shall constitute a ratification, adoption, and confirmation by such party of the foregoing general release of all Claims against the Releasees that are based in whole or in part on facts existing on or prior to the date of receipt of any such Advances or other financial accommodations. In entering into this Amendment, the Borrower consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 10 shall survive the termination of this Amendment, the Credit Agreement, the other Loan Documents and payment in full of the Advances.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

KEYSTONE APPALACHIAN TRANSMISSION CO.

By: /s/ Steven R. Staub
Name: Steven R. Staub
Title: Vice President and Treasurer

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, a Fronting Bank and a Lender

By: /s/ Anna Bartholomew
Name: Anna Bartholomew
Title: Vice President

MUFG BANK, LTD., as a Lender

By: /s/ Matthew Bly
Name: Matthew Bly
Title: Director

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Khawaja Tariq_____
Name: Khawaja Tariq
Title: Vice President

CITIBANK, N.A., as a Lender

By: /s/ Richard Rivera
Name: Richard Rivera
Title: Vice President

MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Managing Director

BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis_____
Name: Sydney G. Dennis Title: Vice President

MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ David Dewar_____
Name: David Dewar
Title: Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Meg Donnelly
Name: Meg Donnelly
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a New Lender

By: /s/ Patrick Engel
Name: Patrick Engel
Title: Managing Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH,
as a Lender

By: /s/ Amit Vasani
Name: Amit Vasani
Title: Authorized Signatory

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Andrew Sidford
Name: Andrew Sidford
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Renee M. Bonnell
Name: Renee M. Bonnell
Title: Senior Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Alkesh Nanavaty
Name: Alkesh Nanavaty
Title: Executive Director

TD BANK, N.A., as a Lender

By: /s/ M. Bernadette Collins
Name: Bernadette Collins
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Catherine Strickland
Name: Catherine Strickland
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick
Name: Michael E. Temnick
Title: Senior Vice President

COBANK, ACB, as a Lender

By: /s/ David B. Willis
Name: David B. Willis
Title: Managing Director

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Paul Wargo
Name: Paul Wargo
Title: Commercial RM

THE BANK OF NEW YORK MELLON,
as a Lender

By: /s/ Molly H. Ross
Name: Molly H. Ross
Title: Director

THE HUNTINGTON NATIONAL BANK,
as a Lender

By: /s/ Nolan Woodbury
Name: Nolan Woodbury
Title: Assistant Vice President

SCHEDULE I

List of Commitments and Lending Offices

Lender	**Commitment Amount**	**Lending Office**
MUFG Bank, Ltd.	$8,750,000.00	1251 Avenue of the Americas New York, NY 10020-1104 Contact: Nadia Sleiman Phone: (212) 782-6974 Email: CCD-docunit@us.mufg.jp
JPMorgan Chase Bank, N.A.	$7,888,011.16	GR. FLR., 1ST- 6TH FLR., PLATINA BLOCK-3, KODBISANHAL, FLR. 04 Bengaluru, IN-KA, 560103, India Contact: Vithal Giri Phone: (+91-80) 67905186 ext. 75186 Email: vithal.giri@jpmorgan.com
Citibank, N.A.	$7,888,011.16	388 Greenwich St. New York, NY 10013 Contact: Ashwani Khubani Phone: (212) 816-3690 Email: ashwani.khubani@citi.com
Mizuho Bank, Ltd.	$7,871,747.21	1271 Avenue of the Americas New York, NY 10020 Contact: Erik Kildal-Brandt; Leo Pau Phone: (212) 282-4089; (212) 282-3418 Email: Erik.Kildal-Brandt@mizuhogroup.com; leo.pau@mizuhogroup.com; LAU_MGS@mizuhogroup.com

PNC Bank, National Association	$7,871,747.21	300 Fifth Avenue Pittsburgh, PA 15222 Contact: Montreal Phillips, Loan Support Analyst Phone: (440) 546-9431 Email: Montreal.Phillips@pnc.com
Barclays Bank PLC	$7,871,747.21	745 Seventh Avenue, 8th Floor New York, NY 10019 Contact: Oksana Shtogrin Phone: (212) 526 3441 Email: Oksana.shtogrin@barclays.com
Bank of America, N.A.	$7,871,747.21	Bank of America Tower – Charlotte NC1-030-24-02 620 S Tryon St Charlotte, NC 2825 Contact: Jacqueline Margetis Phone: (813) 597-9962 Email: Bank_of_America_As_Lender_1@bofa.com, jacqueline.margetis@bofa.com
Morgan Stanley Bank, N.A.	$7,871,747.21	1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Contact: Morgan Stanley Loan Servicing Phone: (443) 627-6648 Email: msloanservicing@morganstanley.com

The Bank of Nova Scotia	$7,871,747.21	250 Vesey Street, 23rd floor New York, NY 10281 Contact: Sandy Dewar Phone: (917) 439-2391 Email: sandy.dewar@scotiabank.com
Royal Bank of Canada	$7,871,747.21	3 World Financial Center 200 Vesey St New York, NY 10281 Contact: Frank Lambrinos Phone: (212) 858-7374 Email: frank.lambrinos@rbccm.com
Wells Fargo Bank, National Association	$7,871,747.21	550 S Tryon Street, 11th Floor Charlotte, NC 28202 Contact: Patrick Engel Phone: (704) 374-2385 Email: Patrick.D.Engel@wellsfargo.com
Canadian Imperial Bank of Commerce, New York Branch	$6,500,000.00	300 Madison Ave New York, NY 10017 Contact: Anju Abraham Phone: (212) 856-3769 Email: Anju.Abraham@cibc.com
Credit Agricole Corporate and Investment Bank	$6,500,000.00	1100 Louisiana St. Ste 4750 Houston, TX 77002 Contact: Dixon Schultz Phone: (713) 890-8607 Email: dixon.schultz@ca-cib.com

KeyBank National Association	$6,500,000.00	127 Public Square Cleveland, OH 44114 Contact: Renee Bonnell Phone: (216) 689-7729 Email: renee.bonnell@key.com KAS_servicing@keybank.com
Sumitomo Mitsui Banking Corporation	$6,500,000.00	277 Park Avenue New York, NY 10172 Contact: Emily Estevez Phone: (212) 224-4177 Email: eestevez@smbc-Lf.com
TD Bank, N.A.	$6,500,000.00	222 Bay Street, 15th Floor Toronto, ON M5K 1A2 Contact: Diana Macecevic Phone: (416) 350-9135 Email: TDBNANotices@tdsecurities.com
Truist Bank	$6,500,000.00	110 S Stratford Rd Winston Salem, NC 27104 Contact: Shana Pask Phone : 333-733-2645 Email: CapitalMarkets-W-S@truist.com
U.S. Bank National Association	$6,500,000.00	400 City Center Oshkosh, WI 54901 Contact: CLS Syndication Services Phone: 920-237-7601 Email: CLSSyndicationServicesteam@usbank.com

CoBank, ACB	$4,250,000.00	6340 S. Fiddlers Green Circle Greenwood village, CO 80111 Attn: Loan Administration Contact: Beth Johnson Phone: (303) 740-4347 Email: loanadminnotices@cobank.com loanadmin@cobank.com
First National Bank of Pennsylvania	$4,250,000.00	12 Federal Street One Northshore Ctr., Suite 500 Pittsburgh PA 15212 Contact: Paul Wargo Phone: (412) 445-1981 Email: wargop@fnb-corp.com
The Bank of New York Mellon	$4,250,000.00	500 Ross Street, Suite 154-0850 Pittsburgh, PA 15262-001 Contact: CBLA2 Phone: (315) 765-4822 Email: CBLA2@bny.com & BNYM@bnymobsnotices.com
The Huntington National Bank	$4,250,000.00	41 South High St. HCO520 Columbus, OH 43287 Contact: Debbie Cabungcal Phone: (614) 480-1283 Email: Debbie.cabungcal@huntington.com
TOTAL	**$150,000,000.00**	

EXHIBIT 31.1

Certification

I, Brian X. Tierney, certify that:

1. I have reviewed this report on Form 10-Q of FirstEnergy Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2024

/s/ Brian X. Tierney

Brian X. Tierney

President and Chief Executive Officer

EXHIBIT 31.2

Certification

I, K. Jon Taylor, certify that:

1. I have reviewed this report on Form 10-Q of FirstEnergy Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2024

/s/ K. Jon Taylor

K. Jon Taylor

Senior Vice President, Chief Financial Officer and Strategy

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Report of FirstEnergy Corp. ("Company") on Form 10-Q for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each undersigned officer of the Company does hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Brian X. Tierney
Brian X. Tierney
President and Chief Executive Officer

/s/ K. Jon Taylor
K. Jon Taylor
Senior Vice President, Chief Financial Officer and Strategy

Date: October 29, 2024