
Section 1: 8-K (FORM 8-K)

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 13, 2016

333-21011
Commission
File Number

FIRSTENERGY CORP.
(An Ohio Corporation)
76 South Main Street
Akron, OH 44308
Telephone (800)736-3402
Registrant; State of Incorporation;
Address; and Telephone Number

34-1843785
I.R.S. Employer
Identification No.

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 - Entry into a Material Definitive Agreement.

The information provided in Item 3.02 of this Current Report is incorporated herein by reference into this Item 1.01.

Item 3.02 - Unregistered Sale of Equity Securities.

On December 13, 2016, FirstEnergy Corp. (FirstEnergy) contributed 16,097,875 shares of its Common Stock, \$0.10 par value (the Shares), to the FirstEnergy System Master Retirement Trust (the Qualified Pension Trust) to satisfy certain future funding obligations of FirstEnergy and its subsidiaries to the Qualified Pension Trust. The Shares were contributed in a private placement, exempt from registration requirements pursuant to Rule 506(c) under the Securities Act of 1933, as amended (the Securities Act), and in accordance with the terms of the contribution agreement, dated December 13, 2016 (the Contribution Agreement), with State Street Bank and Trust Company (State Street), in its capacity as independent fiduciary and investment manager of a segregated account in the Qualified Pension Trust. The Shares were valued at \$499,999,997.50 in the aggregate by State Street, on behalf of the Qualified Pension Trust, at the time of the contribution.

In connection with the Contribution Agreement, FirstEnergy also entered into a registration rights agreement, dated December 13, 2016 (the Registration Rights Agreement), with State Street, in its capacity as independent fiduciary and investment manager of a segregated account in the Qualified Pension Trust, pursuant to which FirstEnergy agreed to provide certain registration rights with respect to the Shares. On December 13, 2016, in accordance with the terms of the Registration Rights Agreement, FirstEnergy filed a prospectus supplement (the Prospectus Supplement) to its effective shelf registration statement on Form S-3ASR (File No. 333-204422) filed with the Securities and Exchange Commission on May 22, 2015 (the Registration Statement), for the purpose of registering the resale, from time to time, of the Shares by the Qualified Pension Trust. The Registration Rights Agreement includes customary exceptions permitting FirstEnergy to suspend the use of the Prospectus Supplement from time to time.

The foregoing summaries of the Contribution Agreement and the Registration Rights Agreement are qualified in their entirety by reference to the text of the Contribution Agreement and the Registration Rights Agreement, which are filed as Exhibits 10.1 and 4.1 hereto, respectively, and are incorporated herein by reference.

In addition, separate from its role as independent fiduciary and investment manager of a segregated account in the Qualified Pension Trust, State Street serves as a trustee in connection with the FirstEnergy Corp. Savings Plan. Furthermore, State Street Global Advisors, a division of State Street, serves as an independent fiduciary and investment manager for shares of FirstEnergy common stock in the FirstEnergy Corp. Savings Plan. State Street Corporation, an affiliate of State Street, together with certain of its affiliates, beneficially owns 31,035,986 shares of our common stock, representing approximately 7.3% of the outstanding shares of our common stock as of the filing of State Street Corporation's Schedule 13G with the Securities and Exchange Commission on February 12, 2016.

Item 8.01 – Other Events

In connection with the contribution of the Shares to the Qualified Pension Trust as described above in Item 3.02, the exhibits listed in Item 9.01 are filed herewith and incorporated by reference into the Registration Statement and the related prospectus contained therein, as supplemented by the Prospectus Supplement.

Item 9.01 - Financial Statements and Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 4.1 | Registration Rights Agreement, dated December 13, 2016, by and between FirstEnergy Corp. and State Street Bank and Trust Company on behalf of the FirstEnergy System Master Retirement Trust. |
| 5.1 | Opinion of Robert P. Reffner, Esq., Vice President and General Counsel of FirstEnergy Service Company. |
| 10.1 | Contribution Agreement, dated December 13, 2016, by and between FirstEnergy Corp. and State Street Bank and Trust Company on behalf of the FirstEnergy System Master Retirement Trust. |
| 23.1 | Consent of Robert P. Reffner, Esq. (included as part of Exhibit 5.1). |
| 23.2 | Consent of PricewaterhouseCoopers LLP. |

Forward-Looking Statements: This Form 8-K includes forward-looking statements based on information currently available to management. Such statements are subject to certain risks and uncertainties. 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: the speed and nature of increased competition in the electric utility industry, in general, and the retail sales market in particular; the ability to experience growth in the Regulated Distribution and Regulated Transmission segments; the accomplishment of our regulatory and operational goals in connection with our transmission investment plan, including, but not limited to, the proposed transmission asset transfer to Mid-Atlantic Interstate Transmission, LLC, and the effectiveness of our strategy to reflect a more regulated business profile; changes in assumptions regarding economic conditions within our territories, assessment of the reliability of our transmission system, or the availability of capital or other resources supporting identified transmission investment opportunities; the impact of the regulatory process and resulting outcomes on the matters at the federal level and in the various states in which we do business including, but not limited to, matters related to rates and the Electric Security Plan IV; the impact of the federal regulatory process on Federal Energy Regulatory Commission (FERC)-regulated entities and transactions, in particular FERC regulation of wholesale energy and capacity markets, including PJM Interconnection, L.L.C. (PJM) markets and FERC-jurisdictional wholesale transactions; FERC regulation of cost-of-service rates, including FERC Opinion No. 531's revised Return on Equity methodology for FERC-jurisdictional wholesale generation and transmission utility service; and FERC's compliance and enforcement activity, including compliance and enforcement activity related to North American Electric Reliability Corporation's mandatory reliability standards; the uncertainties of various cost recovery and cost allocation issues resulting from American Transmission Systems, Incorporated's realignment into PJM; economic or weather conditions affecting future sales and margins such as a polar vortex or other significant weather events, and all associated regulatory events or actions; changing energy, capacity and commodity market prices including, but not limited to, coal, natural gas and oil prices, and their availability and impact on margins and asset valuations, including without limitation impairments thereon; the risks and uncertainties at the Competitive Energy Services (CES) segment, including FirstEnergy Solutions Corp. and its subsidiaries and FirstEnergy Nuclear Operating Company, related to continued depressed wholesale energy and capacity markets, and the viability and/or success of strategic business alternatives, such as potential CES generating unit asset sales, the potential conversion of the remaining generation fleet from competitive operations to a regulated or regulated-like construct or the potential need to deactivate additional generating units; the risks and uncertainties associated with a lack of viable alternative strategies regarding the CES segment, thereby causing FES to seek protection under the bankruptcy laws and the losses, liabilities and claims arising from such bankruptcy proceeding; the continued ability of our regulated utilities to recover their costs; costs being higher than anticipated and the success of our policies to control costs and to mitigate low energy, capacity and market prices; other legislative and regulatory changes, and revised environmental requirements, including, but not limited to, the effects of the United States Environmental Protection Agency's Clean Power Plan, Coal Combustion Residuals regulations, Cross-State Air Pollution Rule and Mercury and Air Toxics Standards programs, including our estimated costs of compliance, Clean Water Act (CWA) waste water effluent limitations for power plants, and CWA 316(b) water intake regulation; the uncertainty of the timing and amounts of the capital expenditures that may arise in connection with any litigation, including New Source Review litigation, or potential regulatory initiatives or rulemakings (including that such initiatives or rulemakings could result in our decision to deactivate or idle certain generating units); the uncertainties associated with the deactivation of older regulated and competitive units, including the impact on vendor commitments, such as long-term fuel and transportation agreements, and as it relates to the reliability of the transmission grid, the timing thereof; the impact of other future changes to the operational status or availability of our generating units and any capacity performance charges associated with unit unavailability; adverse regulatory or legal decisions and outcomes with respect to our nuclear operations (including, but not limited to, the revocation or non-renewal of necessary licenses, approvals or operating permits by the Nuclear Regulatory Commission or as a result of the incident at Japan's Fukushima Daiichi Nuclear Plant); issues arising from the indications of cracking in the shield building at Davis-Besse; the risks and uncertainties associated with litigation, arbitration, mediation and like proceedings, including, but not limited to, any such proceedings related to vendor commitments, such as long-term fuel and transportation agreements; the impact of labor disruptions by our unionized workforce; replacement power costs being higher than anticipated or not fully hedged; the ability to comply with applicable state and federal reliability standards and energy efficiency and peak demand reduction mandates; changes in customers' demand for power, including, but not limited to, changes resulting from the implementation of state and federal energy efficiency and peak demand reduction mandates; the ability to accomplish or realize anticipated benefits from strategic and

financial goals, including, but not limited to, the ability to continue to reduce costs and to successfully execute our financial plans designed to improve our credit metrics and strengthen our balance sheet through, among other actions, our cash flow improvement plan and other proposed capital raising initiatives; our ability to improve electric commodity margins and the impact of, among other factors, the increased cost of fuel and fuel transportation on such margins; changing market conditions that could affect the measurement of certain liabilities and the value of assets held in our Nuclear Decommissioning Trusts, pension trusts and other trust funds, and cause us and/or our subsidiaries to make additional contributions sooner, or in amounts that are larger than currently anticipated; the impact of changes to significant accounting policies; 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 and our subsidiaries; further actions that may be taken by credit rating agencies that could negatively affect us and/or our subsidiaries' access to financing, increase the costs thereof, increase requirements to post additional collateral to support, or accelerate payments under outstanding commodity positions, letters of credit and other financial guarantees, and the impact of these events on the financial condition and liquidity of FirstEnergy and/or its subsidiaries, specifically the subsidiaries within the CES segment; the risks and uncertainties surrounding FirstEnergy's need to obtain waivers from its bank group under FirstEnergy's credit facilities caused by a debt to total capitalization ratio, as defined under each of such credit facilities, in excess of 65% resulting from impairment charges or other events at CES; changes in national and regional economic conditions affecting us, our subsidiaries and/or our major industrial and commercial customers, and other counterparties with which we do business, including fuel suppliers; the impact of any changes in tax laws or regulations or adverse tax audit results or rulings; issues concerning the stability of domestic and foreign financial institutions and counterparties with which we do business; the risks associated with cyber-attacks and other disruptions to our information technology system that may compromise our generation, transmission and/or distribution services and data security breaches of sensitive data, intellectual property and proprietary or personally identifiable information regarding our business, employees, shareholders, customers, suppliers, business partners and other individuals in our data centers and on our networks; and the risks and other factors discussed from time to time in our United States Securities and Exchange Commission (SEC) filings, and other similar factors. Dividends declared from time to time on FirstEnergy Corp.'s common stock during any period may in the aggregate vary from prior periods due to circumstances considered by FirstEnergy Corp.'s Board of Directors 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. The foregoing factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements and risks that are included in our filings with the SEC, including but not limited to the most recent Annual Report on Form 10-K, any subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. New factors emerge from time to time, and it is not possible for management to predict all such factors, nor assess the impact of any such factor on our business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statements. FirstEnergy expressly disclaims any current intention to update, except as required by law, any forward-looking statements contained herein as a result of new information, future events or otherwise.

Exhibit Index

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Section 2: EX-4.1 (EX-4.1)

Exhibit 4.1

FirstEnergy Corp.

Common Stock

Registration Rights Agreement

December 13, 2016

FirstEnergy System Master Retirement Trust
c/o State Street Bank and Trust Company, as Independent Fiduciary and Investment
Manager
State Street Financial Center
One Lincoln Street
Boston, MA 02111
Attention: Denise Sisk
Department Head and Managing Director
Company Stock Group

Ladies and Gentlemen:

FirstEnergy Corp., an Ohio corporation (the "Company"), in its capacity as plan sponsor of the Company's defined benefit pension plan, the FirstEnergy Corp. Master Pension Plan (the "Plan"), has contributed shares of the Company's common stock, par value \$0.10 (the "Shares"), to the FirstEnergy System Master Retirement Trust (the "Trust"), as set forth on Schedule 1 hereto. In addition, from time to time, the Company may contribute additional Shares to the Trust. The parties hereto may agree from time to time to amend Schedule 1 to reflect any such subsequent contributions.

As the named fiduciary of the Plan, the FirstEnergy Corp. Investment Committee (the "Committee") has appointed State Street Bank and Trust Company to act as an independent fiduciary and investment manager (the "Investment Manager") on the Plan's behalf for all decisions regarding accepting the Company's contribution of Shares to the Trust, which Shares shall be held in a separate account (the "Account") within the Trust. FirstEnergy Corp. and the Investment Manger are parties to a Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), relating to the Registrable Securities (as defined below). In connection with the Contribution Agreement, the parties desire to enter into this Agreement in order to grant certain registration rights to the Trust as set forth below.

1. Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Agreement" means this Registration Rights Agreement and any amendments or supplements hereto.

"Broker-Dealer" means any broker or dealer registered as such under the Exchange Act.

“Business Day” means any day except Saturday, Sunday and any day that is in New York City a legal holiday or a day on which banking institutions or securities exchanges are authorized or required by law or other governmental action to close.

“Company Indemnitees” has the meaning set forth in Section 5(b) hereof.

“Contribution Date” means the date on which the Shares as set forth on Schedule 1 hereto are contributed to the Trust.

“Event Suspension” has the meaning set forth in Section 2(b) hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, any rules and regulations promulgated thereunder, and, in each case, any successor thereto, all as the same shall be in effect from time to time.

“Fiduciary Indemnitees” has the meaning set forth in Section 5(a) hereof.

“FINRA” means the Financial Industry Regulatory Authority.

“Losses” has the meaning set forth in Section 5(a) hereof.

“Opinion of Counsel” means a written opinion of counsel, who may be an employee of or counsel for the Company and who shall be reasonably acceptable to the Investment Manager and the registrar of the Registrable Securities.

“Person” means any individual, firm, limited liability company or partnership, joint venture, corporation, joint stock company, trust or unincorporated organization, incorporated or unincorporated association, government (or any department, agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

“Prospectus” means the prospectus included in the Registration Statement, all amendments and supplements thereto and all material incorporated by reference in such prospectus.

“Prospectus Supplement” means any prospectus supplement to the Prospectus, all amendments and supplements to such prospectus supplement and all material incorporated by reference in such prospectus supplement.

“Registrable Securities” means all or any portion of the Shares set forth on Schedule 1 hereto, including any amendments thereto, and any securities that may be issued or distributed or be issuable in respect thereof by way of stock dividend, stock split or other distribution, merger, consolidation, exchange offer, recapitalization or reclassification or similar transaction or exercise or conversion of any of the foregoing; provided, however, any such security shall cease to be a Registrable Security to the extent that (i) a Registration Statement with respect to such security’s sale has become effective under the Securities Act and such security has been disposed of pursuant to such effective Registration Statement in accordance with the plan of distribution set forth in the related Prospectus or Prospectus Supplement, (ii) such security has been sold

pursuant to Rule 144, (iii) such security is otherwise sold or transferred, (iv) such security becomes eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(i), (v) such security has ceased to be outstanding, or (vi) the Company, the Investment Manager and the transfer agent of the Company have received an Opinion of Counsel or such other evidence, in each case reasonably satisfactory to each of the Company, the Investment Manager and the transfer agent of the Company, that such security may otherwise be resold without registration or qualification under the Securities Act.

“Registration” means a registration of the Company’s securities for sale by the Company or any Person to the public under a Registration Statement. “Registration Statement” means a registration statement of the Company (including any replacement or substitute registration statement) covering the Registrable Securities filed with the SEC on Form S-3 (or any successor form or other appropriate form under the Securities Act), including, but not limited to, an offering to be made on a delayed or continuous basis pursuant to Rule 415 of the Securities Act (or any similar rule that may be adopted by the SEC), including a Prospectus, all amendments and supplements to such registration statement, including post-effective amendments, all exhibits thereto and all documents incorporated or deemed to be incorporated by reference therein.

“Rule 144,” “Rule 158,” “Rule 159A,” “Rule 405” and “Rule 415” mean, in each case, such rule promulgated under the Securities Act (or any successor provision), as the same shall be amended from time to time.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and any rules and regulations promulgated thereunder, and, in each case, any successor thereto, all as the same may be in effect from time to time.

“Suspension” has the meaning set forth in Section 2(c) hereof.

“Suspension Event Notice” has the meaning set forth in Section 2(b) hereof.

“Suspension Notice” has the meaning set forth in Section 2(c) hereof.

“Suspension Period” has the meaning set forth in Section 2(c) hereof.

2. Registration Rights.

(a) Registration Statement and Prospectus Supplement. The Company hereby represents and warrants to the Investment Manager that as of the date hereof, (i) the Company has an effective Registration Statement on file with the SEC, (ii) the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) and (iii) the Company is not an ineligible issuer (as defined in Rule 405 under the Securities Act). The Company agrees that within two Business Days of the Contribution Date it will file with the SEC a Prospectus Supplement covering the resale of the Shares from time to time by the Trust.

(b) Suspension of Registration by the Company. In addition to any suspension required under Section 2(c) below, the Company may, at any time, if use of the Prospectus or Prospectus Supplement at such time would be materially detrimental to the Company or its security holders in the good faith judgment and within the reasonable discretion of the Company, suspend the disposition of the Registrable Securities covered by the Registration Statement and the use of the Prospectus or Prospectus Supplement, for a period not to exceed 90 consecutive days upon written notice (a "Suspension Event Notice") to the Investment Manager (which Suspension Event Notice will not disclose the content of any material non-public information and will indicate the dates of the beginning and the end of the intended suspension, if known), in which case the Investment Manager, upon receipt of such Suspension Event Notice, shall discontinue, and shall cause the Trust to discontinue, disposition of the Registrable Securities covered by the Registration Statement and the use of any applicable Prospectus or Prospectus Supplement (an "Event Suspension") until copies of a supplemented or amended Prospectus or Prospectus Supplement are distributed to the Investment Manager or until the Investment Manager is advised in writing by the Company that the disposition of Registrable Securities covered by the Registration Statement or the use of the Prospectus or Prospectus Supplement may be resumed; provided, that such right to suspend the disposition of Registrable Securities covered by the Registration Statement or the use of the Prospectus or Prospectus Supplement under this Section 2(b) shall not be exercised by the Company for more than 140 total days in any 12-month period (exclusive of suspensions pursuant to Section 2(c) below). Any Event Suspension and Suspension Event Notice described in this Section 2(b) shall be held in confidence and not disclosed by the Investment Manager, except as required by law.

(c) Notice of Certain Events: Required Suspensions. In the event of: (i) any request by the SEC or any other federal or state governmental authority for amendments or supplements to the Registration Statement or related Prospectus or Prospectus Supplement or for additional information; (ii) the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; (iii) the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation of any proceedings for such purpose; or (iv) any event or circumstance that necessitates the making of any changes in the Registration Statement or the Prospectus or Prospectus Supplement, so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and that, in the case of the Prospectus or Prospectus Supplement, it will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case, during the registration period, then the Company shall deliver a certificate in writing to the Investment Manager (a "Suspension Notice") to the effect of the foregoing (which Suspension Notice will not disclose the content of any material non-public information and will indicate the dates of the beginning and the end of the intended suspension, if known) and, upon receipt of such Suspension Notice, the Investment Manager shall refrain, and shall cause the Trust to refrain,

from selling any Registrable Securities pursuant to the Registration Statement or using the Prospectus or Prospectus Supplement (a “Suspension”) until the Investment Manager has received copies of a supplemented or amended Prospectus or Prospectus Supplement prepared and filed by the Company, or until the Investment Manager is advised in writing by the Company that the current Prospectus or Prospectus Supplement may be used. In the event of any Suspension, the Company will use its commercially reasonable efforts to cause the availability for use of the Registration Statement and the Prospectus and Prospectus Supplement to be resumed as soon as reasonably possible after delivery of a Suspension Notice to the Investment Manager. Any Suspension and Suspension Notice described in this Section 2(c) shall be held in confidence and not disclosed by the Investment Manager, except as required by law.

3. Procedures. In connection with the Company’s obligations hereunder, the following provisions shall apply:

(a) The Company shall furnish to the Investment Manager, prior to the filing thereof with the SEC, a copy of any amendment, if applicable, to the Registration Statement, a copy of the Prospectus and/or Prospectus Supplement related to the Registrable Securities, and each amendment or supplement thereto (excluding amendments caused by the filing of a report under the Exchange Act), and shall use its commercially reasonable efforts to reflect in each such document, when so filed with the SEC, such comments as the Investment Manager may reasonably and promptly propose.

(b) Subject to Section 2(b) and Section 2(c) hereof, the Company shall ensure that (i) the Registration Statement, any amendment thereto, any Prospectus forming a part thereof and any amendment or supplement thereto and any Prospectus Supplement or amendment or supplement thereto complies in all material respects with the Securities Act; (ii) the Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any Prospectus forming a part of the Registration Statement, and any amendment or supplement to such Prospectus and any Prospectus Supplement and any amendment or supplement thereto, does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Company makes no representation with respect to information included therein in reliance upon and in conformity with information furnished to the Company in writing by the Investment Manager on behalf of the Trust.

(c) The Company, as promptly as reasonably practicable, shall advise the Investment Manager in writing of the following:

- (i) of the determination by the Company that a post-effective amendment to the Registration Statement would be appropriate;
- (ii) when any amendment to the Registration Statement has been filed with the SEC and when such amendment has become effective (excluding amendments caused by the filing of a report under the Exchange Act); and

(iii) of the commencement or termination of any suspension period pursuant to Sections 2(b) or 2(c).

(d) The Company shall use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for offer or sale in any jurisdiction at the earliest possible time.

(e) The Company shall promptly deliver to the Investment Manager, without charge, as many copies of the Prospectus included in the Registration Statement (excluding documents incorporated by reference) related to the Registrable Securities, and any amendment or supplement thereto and any Prospectus Supplement and any amendment or supplement thereto, as such Person may reasonably request (excluding documents incorporated by reference); and, except as provided in Sections 2(b) and 2(c) hereof, the Company consents to the use of the Prospectus or any amendment or supplement thereto and any Prospectus Supplement or any amendment or supplement thereto by the Investment Manager in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto or any Prospectus Supplement or any amendment or supplement thereto.

(f) Prior to any offering or sale of Registrable Securities pursuant to the Registration Statement, the Company shall (i) register or qualify or cooperate with the Investment Manager in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale, under the securities or blue sky laws of such jurisdictions within the United States as the Investment Manager may reasonably request; (ii) maintain such registration or qualification in effect so long as required and do any and all other acts or things necessary or advisable to permit the continuance of offers and in such jurisdictions for so long as may be necessary to enable the Investment Manager, on behalf of the Trust, to complete its distribution of such Registrable Securities pursuant to the Registration Statement; and (iii) take any and all other actions necessary or advisable to enable the disposition in such jurisdiction of such Registrable Securities; provided, however, that in no event shall the Company be obligated to (A) qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it would not otherwise be required to so qualify but for this Section 3(f), (B) file any general consent to service of process in suits in any jurisdiction where it is not as of the date hereof so subject, or (C) subject itself to taxation in any jurisdiction to which it is not already subject.

(g) The Company shall cooperate with the Investment Manager to facilitate the timely preparation and delivery of the Registrable Securities sold pursuant to the Registration Statement, or in any transaction pursuant to which the Registrable Securities will cease to be Registrable Securities following such transaction in accordance with the terms of this Agreement, free of any restrictive legends and registered in such names as the Investment Manager may request at least two Business Days prior to settlement of sales of Registrable Securities pursuant to such Registration Statement, including, without limitation causing an Opinion of Counsel and any other certificates or documents to be delivered to the registrar of the Registrable Securities.

(h) Subject to the exceptions contained in the proviso to Section 3(f), the Company shall use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other federal, state and local governmental agencies or authorities, and self-regulatory organizations in the United States as may be necessary to enable the Investment Manager, on behalf of the Trust, to consummate the disposition of such Registrable Securities as contemplated by the Registration Statement.

(i) The Company shall use its commercially reasonable efforts to take such actions as are under its control to remain a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period when the Registration Statement remains in effect and, in the event the Company is not a well-known seasoned issuer or is an ineligible issuer, the Company shall take all actions necessary, including, without limitation, filing such amendments to the Registration Statement and amendments or supplements to the Prospectus or Prospectus Supplement as may be necessary from time to time and/or filing a new Registration Statement and Prospectus or Prospectus Supplement on such appropriate registration form of the SEC, in each case as shall permit the disposition of Registrable Securities in accordance with the intended method or methods of disposition requested by the Investment Manager.

(j) The Company shall comply with all applicable rules and regulations of the SEC and shall make generally available to its security holders as soon as practicable but in any event not later than 18 months after (i) the effective date of the applicable Registration Statement, (ii) the effective date (as defined in Rule 158(c) under the Securities Act) of each post-effective amendment to the Registration Statement, and (iii) the date of each filing by the Company with the SEC of an Annual Report on Form 10-K that is incorporated by reference or deemed to be incorporated by reference in the Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated by the SEC thereunder.

(k) The Company shall cause an amount of Registrable Securities, corresponding to the amount of Registrable Securities existing from time to time pursuant to this Agreement, to be listed on the New York Stock Exchange (or, if the Shares are not then listed on the New York Stock Exchange, the principal securities exchange or quotation system on which the Shares are then listed) as soon as reasonably practicable after the Contribution Date and, in connection therewith, to make such filings as may be required under the Exchange Act and to have such filings declared effective as and when required thereunder.

(l) The Company may require the Investment Manager, on behalf of the Trust, to furnish to the Company such information regarding the Investment Manager or the Trust and the distribution of such Registrable Securities and such additional information as may, from time to time, be required by the Securities Act and the rules and regulations promulgated thereunder, and the obligations of the Company to the Trust hereunder shall be expressly conditioned on the compliance of such Investment Manager or Trust, as applicable, with such request.

(m) The Company shall, if reasonably requested, use its commercially reasonable efforts to promptly incorporate in the Prospectus, Prospectus Supplement or post-effective amendment to the Registration Statement (i) such information as the Investment Manager, on behalf of the Trust, provides and (ii) such information as the Investment Manager or Trust, as applicable, may provide from time to time to the Company in writing for inclusion in the Prospectus, the Registration Statement or Prospectus Supplement concerning the Investment Manager or Trust, as applicable, and the distribution of the Registrable Securities and, in either case, shall make all required filings of such Prospectus, Prospectus Supplement or post-effective amendment promptly after being notified in writing of the matters to be incorporated in such Prospectus, Prospectus Supplement or post-effective amendment, provided that the Company shall not be required to take any action under this Section 3(m) during a suspension period under Sections 2(b) and 2(c) or that is not, in the reasonable opinion of counsel for the Company, in compliance with applicable law.

(n) The Company shall enter into such customary agreements and take all other appropriate actions as may be requested in order to expedite or facilitate the registration or the disposition of the Registrable Securities. The plan of distribution in the Registration Statement and the Prospectus included therein or in the Prospectus Supplement shall permit resales of Registrable Securities to be made by the Investment Manager, on behalf of the Trust, through brokers, dealers or any other method permitted pursuant to applicable law, and shall also include such other information as the Investment Manager may reasonably request.

(o) Neither the Investment Manager nor the Trust shall use any free writing prospectus (as defined in Rule 405) in connection with the sale of Registrable Securities without the Company's prior opportunity to review and comment on such free writing prospectus and the Company's prior written consent for such use.

4. Registration Expenses. Except as provided herein, the Company shall bear all expenses incurred by it in connection with the performance of its obligations hereunder. Notwithstanding the provisions of this Section 4, the Trust, to the extent permitted by applicable law, shall bear the expense of all brokerage fees, commissions, agency fees and transfer taxes and legal fees incurred by the Investment Manager or the Trust, if any.

5. Indemnification and Contribution.

(a) The Company will indemnify and hold harmless the Trust (including, for purposes of this Section 5, the officers, directors, employees and agents of the Trust), and each person, if any, who controls the Trust within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively the "Fiduciary Indemnitees") from and against any and all losses, claims, damages or liabilities, joint or several (each, a "Loss" and collectively, "Losses"), to which any Fiduciary Indemnitee may become subject under the Securities Act or otherwise, insofar as such Losses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed, or any amendment thereto, or any preliminary Prospectus, or Prospectus, or any amendment or supplement thereto or Prospectus Supplement or any amendment or supplement thereto or contained in any free writing prospectus (as defined in Rule 405) prepared by the Company or authorized by it in writing for use by the Trust (or any

amendment or supplement thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement therein (in the case of a Prospectus or Prospectus Supplement, in light of the circumstances under which they were made) not misleading, and will reimburse the Fiduciary Indemnitees for any legal or other expenses reasonably incurred by the Fiduciary Indemnitees in connection with investigating or defending any such action or claim; provided, however, that the Company will not be liable in any such case to the extent that any such Loss arises out of or is based upon (A) an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Trust expressly for use therein; (B) offers or sales effected by or on behalf such Fiduciary Indemnitee “by means of” (as defined in Rule 159A) a “free writing prospectus” (as defined in Rule 405) that was not authorized in writing by the Company; or (C) use of the Registration Statement or the related Prospectus or Prospectus Supplement during a period when use of such Prospectus or Prospectus Supplement has been suspended pursuant to Sections 2(b) or 2(c) hereof, provided, in the case of a suspension pursuant to Section 2(b) or Section 2(c), that the Trust received prior notice of such suspension.

(b) To the extent permitted by applicable law, the Trust will (i) indemnify and hold harmless the Company, each director of the Company, each member of the Committee, each of the Company’s officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (the “Company Indemnitees”) from and against any and all Losses to which any Company Indemnitee may become subject under the Securities Act, the Exchange Act or any other federal or state law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Trust, which consent shall not be unreasonably withheld or delayed), only to the extent such Losses (or actions in respect thereof as contemplated below) arise out of or are based upon (i) any failure on the part of the Trust or any party acting on its behalf to comply with the covenants and agreements contained in this Agreement in respect to the sale of the Registrable Securities or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed, or any amendment thereto, or any preliminary Prospectus, or Prospectus, or any amendment or supplement thereto or Prospectus Supplement or any amendment or supplement thereto or contained in any free writing prospectus (as defined in Rule 405) prepared by the Company or authorized by it in writing for use by the Trust (or any amendment or supplement thereto), or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus or Prospectus Supplement, in light of the circumstances under which they were made) not misleading; provided, that the Trust will be liable in any such case only to the extent that any such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, or any amendment thereto, or any preliminary Prospectus, or Prospectus, or any amendment or supplement thereto or Prospectus Supplement or any amendment or supplement thereto or in any free writing prospectus or any amendment or supplement thereto, in reliance upon and in conformity with information furnished to the Company by or on behalf of the Trust, and will reimburse the Company Indemnitees for any legal or other expenses reasonably incurred by the Company Indemnitees in connection with investigating or defending any such action or claim.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of any claim or the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, promptly notify the indemnifying party in writing thereof. The omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to the indemnified parties hereunder, except to the extent the indemnifying party is materially prejudiced as a result of such omission, and in no event shall relieve the indemnifying party from any liability that the indemnifying party may have to the indemnified parties otherwise. In case any such action is brought against any indemnified party and such indemnified party notifies the indemnifying party of the commencement thereof, such indemnifying party shall be entitled to participate therein and, to the extent that such indemnifying party may elect by written notice delivered to the indemnified parties promptly after receiving the aforesaid notice from the indemnified parties, to assume the defense thereof, with counsel satisfactory to the indemnified parties; provided, however, that if the defendants in any such action include both the indemnified parties and the indemnifying parties, and the indemnified parties shall have reasonably concluded that there may be legal defenses available to one or more of them which are different from or additional to those available to the indemnifying parties, the indemnified parties shall have the right to select separate counsel and any local counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of the indemnified parties. Upon receipt of notice from such indemnifying party of its election so to assume the defense of such action and approval by such indemnified party of such indemnifying party's counsel, such indemnifying party will not be liable to such indemnified party under this Section 5 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof (other than reasonable costs of investigation conducted at the request of such indemnifying party) unless (i) such indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence and any local counsel or (ii) such indemnifying party shall not have employed counsel satisfactory to the indemnified parties to represent the indemnified parties within a reasonable time after notice of commencement of the action.

(d) If the indemnification provided for in this Section 5 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Loss referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of such indemnifying party, on the one hand, and of such indemnified party, on the other, in connection with the statements or omissions which resulted in such Loss, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and of such indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or by such indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The parties agree that it would not be just and equitable if contribution pursuant to Section 5(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in Section 5(d).

The amount paid or payable by a party as a result of the Losses referred to in Section 5(d) shall be deemed to include any legal or other expenses reasonably incurred by such party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(f) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies that may otherwise be available to an indemnified person at law or in equity.

6. Miscellaneous.

(a) No Inconsistent Agreements. The Company has not, as of the date hereof, entered into nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Investment Manager or the Trust herein or otherwise conflicts with the provisions hereof.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless each of the parties hereto has given its written consent.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telecopier or air courier guaranteeing overnight delivery:

(i) If to the Company:

FirstEnergy Corp.
76 S. Main Street
Akron, Ohio 44308
Attention: Vice President and Treasurer

with copies to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Lucas F. Torres, Esq.

(ii) If to the Investment Manager:

State Street Bank and Trust Company
ATTN: Denise Sisk
Department Head and Managing Director
Company Stock Group
State Street Financial Center
One Lincoln Street
Boston, MA 02111

(iii) If to the Trust:

FirstEnergy Corp. Investment Committee
c/o FirstEnergy Service Company
76 S. Main Street
Akron, Ohio 44308
Attention: Chair

All such notices and communications shall be deemed to have been duly given when received, if delivered by hand or air courier, and when sent, if sent by first-class mail or telecopier.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties, any investment manager of an account holding Registrable Securities and their successors and the directors, trustees (including, without limitation, any successor independent fiduciary or investment manager for the Trust), officers, employees, agents and controlling Persons of the parties. Except for an assignment to a successor independent fiduciary or investment manager, none of the rights or obligations under this Agreement shall be assigned by the Trust without the consent of the Company or by the Company without the consent of the Investment Manager, acting on behalf of the Trust. For the avoidance of doubt, State Street Bank and Trust Company acknowledges and agrees that if State Street Bank and Trust Company is appointed as an investment manager for the Trust in a separate capacity for purposes of management of the Shares following acceptance thereof or in any other capacity, then this Agreement shall be binding on State Street Bank and Trust Company in such additional capacity, as if State Street Bank and Trust Company were a party hereto in such additional capacity.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in said state.

(h) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

(i) Termination. This Agreement and the obligations of the parties hereunder except for any liabilities or obligations under Section 5 hereof, shall terminate on the date upon which the Trust no longer holds any Registrable Securities.

[Remainder of this page left intentionally blank]

Please confirm that the foregoing correctly sets forth the agreement between the Company and you.

Very truly yours,

FIRSTENERGY CORP.

By: /s/ Steven R. Staub

Name: Steven R. Staub

Title: Vice President & Treasurer

Accepted as of the date hereof:

STATE STREET BANK AND TRUST COMPANY, as Independent Fiduciary and Investment Manager of the Account and on behalf of the FirstEnergy System Master Retirement Trust

By: /s/ Monet Ewing

Name: Monet Ewing

Title: Vice President

[Signature page to Registration Rights Agreement]

Number of Shares

16,097,875

Date of Contribution

December 13, 2016

[\(Back To Top\)](#)**Section 3: EX-5.1 (EX-5.1)**

Exhibit 5.1



76 South Main Street
Akron, OH 44308

Robert P. Reffner
Vice President and
General Counsel

December 13, 2016

FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308-1890

Re: Prospectus supplement dated December 13, 2016 to Registration Statement on Form S-3ASR of FirstEnergy Corp. (333-204422) in connection with FirstEnergy Corp.'s contribution of 16,097,875 shares of common stock to the FirstEnergy System Master Retirement Trust (the "**Trust**")

Ladies and Gentlemen:

I am Vice President and General Counsel of FirstEnergy Service Company, and have acted as counsel to its affiliate, FirstEnergy Corp., an Ohio corporation ("**FirstEnergy**"), in connection with the registration for resale from time to time on a delayed or continuous basis under the Securities Act of 1933, as amended (the "**Securities Act**"), of up to 16,097,875 shares of FirstEnergy's common stock, par value \$0.10 per share (the "**Shares**"), contributed by FirstEnergy to the Trust pursuant to that certain Contribution Agreement, dated as of December 13, 2016 (the "**Contribution Agreement**"), between FirstEnergy and State Street Bank and Trust Company, as independent fiduciary and investment manager of a segregated account in the Trust. The Trust may offer the Shares for resale pursuant to the prospectus dated May 22, 2015 (the "**Prospectus**") contained in FirstEnergy's Registration Statement on Form S-3ASR (File No. 333-204422) (the "**Registration Statement**"), as supplemented by the prospectus supplement thereto dated December 13, 2016 (the "**Prospectus Supplement**") and filed with the Securities and Exchange Commission pursuant to Rule 424(b)(7) under the Securities Act.

In connection with this opinion, I, or persons under my supervision or control, have reviewed originals or copies, certified or otherwise identified to my satisfaction, of (a) the Registration Statement, including the Prospectus and Prospectus Supplement, (b) the Contribution Agreement, (c) FirstEnergy's Amended Articles of Incorporation, including any amendments thereto, (d) FirstEnergy's Amended Code of Regulations, including any amendments thereto, (e) the proceedings of the Board of Directors of FirstEnergy and the Special Committee thereof authorizing and approving the terms and issuance of the Shares and contribution thereof, and (f) such other instruments, certificates, records and documents and such certificates or comparable documents of public officials and of officers and representatives of FirstEnergy, and have reviewed such questions of law, as I, or persons under my supervision or control, have deemed necessary or appropriate for purposes of this opinion. In such review, I, or persons under my supervision or control, have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to the original documents of all documents submitted as copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, I am of the opinion that the Shares have been duly authorized and are validly issued, fully paid and non-assessable.

The opinion set forth herein is qualified in its entirety and subject to the following:

A. This letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinion expressly set forth herein. I undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any future changes in any matter set forth herein, whether based on a change in the law, a change in any fact relating to FirstEnergy or any other person or any other circumstance.

B. I am a member of the Bar of the State of Ohio, and for purposes of this letter, I express no opinion herein as to the application or effect of

the laws of any jurisdiction other than the laws of the State of Ohio.

I consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K of FirstEnergy dated the date hereof and incorporated by reference into the Registration Statement and to the use of my name in the Prospectus and the Prospectus Supplement forming a part of the Registration Statement under the caption "Legal Matters." In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

[Signature page follows]

Very truly yours,

/s/ Robert P. Reffner

Robert P. Reffner
Vice President and General Counsel

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Section 4: EX-10.1 (EX-10.1)

Exhibit 10.1

FIRSTENERGY CORP.

16,097,875 Shares of Common Stock of \$0.10 par value

Contribution Agreement

December 13, 2016

State Street Bank and Trust Company

As Independent Fiduciary and Investment Manager of a Segregated Account in the
FirstEnergy System Master Retirement Trust
76 South Main Street
Akron, Ohio 44308

Ladies and Gentlemen:

FirstEnergy Corp., an Ohio corporation (the “Company”), has decided to satisfy future funding obligations of the Company and its subsidiaries to the FirstEnergy System Master Retirement Trust (the “Trust”) with respect to the FirstEnergy Corp. Master Pension Plan by contributing to the Trust 16,097,875 shares of the Company’s common stock, \$0.10 par value per share (the “Shares”). In order to accomplish such contribution, the Company hereby issues and sells the Shares to the Trust in consideration of the satisfaction of such future funding obligations. By executing this Contribution Agreement (this “Agreement”), State Street Bank and Trust Company, as Independent Fiduciary and Investment Manager (the “Manager”) of a segregated account in the Trust, accepts the Shares on behalf of the Trust and agrees to direct The Bank of New York Mellon, in its capacity as trustee of the Trust, to accept the Shares as a contribution to the Trust.

The Shares will be subject to the registration rights set forth in the Registration Rights Agreement, dated as of the date hereof (the “Registration Rights Agreement”), by and between the Company and the Manager. Pursuant to the Registration Rights Agreement, and in accordance with the terms therein, the Company will agree, for the benefit of the Trust, to file with the Securities and Exchange Commission (the “Commission”) a prospectus supplement to the Company’s existing effective shelf registration statement (the “Registration Statement”) covering the resale of the Shares by the Trust.

1. The Company represents and warrants to the Manager as of the date hereof (the “Closing Date”), that:
 - (a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Ohio;
 - (b) The authorized and outstanding capital stock of the Company as of September 30, 2016 is as set forth on the cover page of the Company’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, as filed with the Commission on November 4, 2016 (including any amendment thereof filed prior to the date of this Agreement);

- (c) The Shares have been duly authorized and, when issued to and accepted by the Trust, will be fully paid and non-assessable;
 - (d) This Agreement and the Registration Rights Agreement have been each duly authorized, executed and delivered by the Company, and each constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;
 - (e) The issuance of the Shares to the Trust and the compliance by the Company with all of the provisions of the Registration Rights Agreement and this Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound, nor will such action result in any violation of the provisions of the Amended Articles of Incorporation, as amended, or the Amended Code of Regulations, as amended, of the Company or the charter or bylaws of any of its subsidiaries or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties;
 - (f) The Company is subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended;
 - (g) No commission within the meaning of Section 408(e)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), brokerage fee or other similar charges will become due or payable in connection with the execution and delivery of this Agreement and the transactions contemplated hereby, including the contribution of the Shares; and
 - (h) Subject to compliance by the Manager with Section 3 hereof and the accuracy of the Manager's representations stated herein, it is not necessary in connection with the offer, sale and delivery of the Shares by the Company to the Trust to register the Shares under the 1933 Act.
2. The Company and the Manager agree and acknowledge that the aggregate value of the Shares on the date hereof is \$499,999,997.50 and that such amount shall be applied as a credit against the future obligations to fund the Trust for purposes of the Internal Revenue Code of 1986, as amended, and ERISA.
3. The Manager, acting on behalf of the Trust:
- (a) Acknowledges that the Shares have not been registered under the 1933 Act and are being issued to the Trust in reliance upon an exemption from such registration under the 1933 Act;

- (b) Represents that the Trust is an institutional “accredited investor” within the meaning of Rule 501 under the 1933 Act and that the Trust has made available such information to allow the Company to verify the Trust’s status as an institutional “accredited investor”;
- (c) Confirms that the Manager has been informed that the Shares are “restricted securities” under the 1933 Act and may not be resold or transferred until the Shares are first registered under the federal securities laws or unless an exemption from such registration is available;
- (d) Is aware of the adoption of Rule 144 under the 1933 Act (“Rule 144”) by the Commission, which permits limited public resale of securities acquired in a nonpublic offering, subject to the satisfaction of certain conditions set forth in Rule 144;
- (e) Represents that prior to accepting the contribution of the Shares on behalf of the Trust, it acquired sufficient information about the Company to reach an informed and knowledgeable decision to accept the contribution of the Shares in accordance with its fiduciary duties as set forth in an Independent Fiduciary Letter Agreement dated August 3, 2016. The Manager has such knowledge and experience in financial and business matters as to make it capable of evaluating the risks of the prospective investment and to make an informed investment decision. The Trust is able to bear the economic risk of its investment in the Shares;
- (f) Agrees that the Trust shall make no disposition of the Shares except pursuant to an effective Registration Statement or, alternatively, if requested by the Company, the Manager for the Trust shall have provided the Company and the Company’s transfer agent an opinion of counsel (which opinion of counsel may be rendered by counsel to the Company) in form and substance reasonably satisfactory to the Company or other evidence in form and substance reasonably satisfactory to the Company and the Company’s transfer agent, that (i) the proposed disposition does not require registration of the Shares under the 1933 Act or (ii) all appropriate action necessary for compliance with the registration requirements of the 1933 Act or of any exemption from registration available under the 1933 Act (including Rule 144) has been taken. The Company shall not be required (i) to transfer on its books any Shares that have been sold or transferred in violation of the provisions of this Agreement nor (ii) to treat as the owner of the Shares, or otherwise to accord voting or dividend rights to, any transferee to whom the Shares have been transferred in contravention of this Agreement;
- (g) Agrees that the Trust shall make no disposition of the Shares that is contrary to the terms of the Registration Rights Agreement, as amended from time to time;
- (h) Acknowledges that, in order to reflect the restrictions on the disposition of the Shares, the Shares (or the book entry positions representing the Shares) may, if

required by the Company's transfer agent, be endorsed with restrictive legends, including the following legend (or substantially similar legend):

“The securities represented hereby have not been registered or qualified under the Securities Act of 1933 or the securities laws of any state, and may be offered and sold only if registered and qualified pursuant to federal and state securities laws or if the Company is provided an opinion of counsel reasonably satisfactory to the Company that registration and qualification under federal and state laws is not required.”

If required by the authorities of any state in connection with the issuance of the Shares, the legend or legends required by such state authorities shall also be endorsed on such shares; and

- (i) Represents that as of the date of this Agreement, there are no selling arrangements between the Manager, acting on behalf of the Trust, and any underwriter, broker or dealer.
4. This Agreement shall be binding upon, and inure solely to the benefit of, the Trust, the Manager, the Company, any investment manager of the account holding the Shares and each person who controls the Company or the Trust, respectively, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any Shares from the Trust shall be deemed a successor or assign by reason merely of such purchase. For the avoidance of doubt, State Street Bank and Trust Company acknowledges and agrees that if State Street Bank and Trust Company is appointed as an investment manager for the Trust in a separate capacity for purposes of management of the Shares following acceptance thereof or in any other capacity, then this Agreement shall be binding on State Street Bank and Trust Company in such additional capacity, as if State Street Bank and Trust Company were a party hereto in such additional capacity.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
6. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us five counterparts hereof, and upon the acceptance hereof by the Manager, this letter and such acceptance hereof shall constitute a binding agreement between each of the Manager and the Company.

[Remainder of page left intentionally blank]

Very truly yours,

FIRSTENERGY CORP.

By: /s/ Steven R. Staub

Name: Steven R. Staub

Title: Vice President and Treasurer

Accepted as of the date hereof:

STATE STREET BANK AND TRUST COMPANY

As Independent Fiduciary and Investment Manager
of a Segregated Account in, and on behalf of, the

FirstEnergy System Master Retirement Trust

By: /s/ Monet Ewing

Name: Monet Ewing

Title: Vice President

[Signature Page to Contribution Agreement]

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Section 5: EX-23.2 (EX-23.2)

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Prospectus Supplement of FirstEnergy Corp., to the Registration Statement on Form S-3 (File No. 333-204422) of our report dated February 16, 2016 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in FirstEnergy Corp.'s Annual Report on Form 10-K for the year ended December 31, 2015. We also consent to the reference to us under the heading "Experts" in such Prospectus Supplement.

/s/ PricewaterhouseCoopers LLP

Cleveland, Ohio

December 13, 2016

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