

**PART H**

**PENNSYLVANIA ELECTRIC COMPANY**

**BARGAINING UNIT**

**RETIREMENT PLAN PROVISIONS**

Composite through Amendment No. 9 to FirstEnergy Corp. Master Pension Plan

(Amendment No. 3 to Part H)

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## ARTICLE H1

### NAME AND CONSTITUENT PLAN

H1.1 Name. The name of this part of the Plan is the Pennsylvania Electric Company Bargaining Unit Retirement Plan Provisions (sometimes referred to as “Part H”).

H1.2 Constituent Plan. Part H, together with Part A of the Plan, constitute the Pennsylvania Electric Company Bargaining Unit Retirement Plan (sometimes referred to as the “Pennsylvania Electric Constituent Plan”). The Pennsylvania Electric Constituent Plan was originally established as a January 1, 2007 amendment and restatement of the 1999 Locals 459/180 Plan and has been subsequently amended.

ARTICLE H2

DEFINITIONS

Unless the context otherwise indicates, the following terms used herein shall have the following meanings whenever used in this Part H:

H2.1 Accrued Benefit. The words “Accrued Benefit” shall mean with respect to a Pennsylvania Electric Participant at a particular date (the “determination date”) the sum of:

- (a) the Basic Annuity determined as of such date in accordance with the formula set forth in Section H6.1 hereof; plus
- (b) the Additional Annuity determined as of such date in accordance with Article H10;

payable under the Single Life Annuity Option commencing on the first day of the month following his Normal Retirement Date (or, if later, commencing on the first day of the first calendar month that begins on or after the determination date). A Pennsylvania Electric Participant’s monthly Accrued Benefit under the Pennsylvania Electric Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount determined under this Section.

H2.2 Accumulated Payments. The words “Accumulated Payments” shall mean, as of any date on or before June 30, 1998, for a Pennsylvania Electric Participant who is a member of the IBEW Local 459 (except Seneca), or September 30, 1998, for a Pennsylvania Electric Participant who is a member of UWUA Local 180, the sum of:

- (a) a Pennsylvania Electric Participant’s contributions on account of an Additional Annuity, less any withdrawals and payments of Additional Annuity made prior to such date to him or his designated beneficiary or spouse; plus
- (b) earnings, as provided under the applicable provisions of the Pre-1999 Plan, credited to such date.

H2.3 Actuarial Equivalent. The words “Actuarial Equivalent” shall mean the benefit having the same value as the benefit which the actuarial equivalent replaces. Except as expressly provided to the contrary elsewhere in this Part H, determinations of actuarial equivalence required by the provisions of the Pennsylvania Electric Constituent Plan with respect to Pennsylvania Electric Participants and their Beneficiaries or Joint Annuitants shall be made on the basis of:

- (a) the mortality table specified in Section A2.2(a)(i) hereof and the rate of interest specified in Section A2.2(b)(i) hereof; or
- (b) the mortality table specified in Section A2.2(a)(ii) hereof and the rate of interest specified in Section A2.2(b)(ii) hereof.

H2.4 Additional Annuity. The words “Additional Annuity” shall mean the annual amount which may be payable determined in accordance with Section H10.2 hereof. A Pennsylvania Electric Participant’s monthly amount of Additional Annuity under the Pennsylvania Electric Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount of his Additional Annuity.

H2.5 Basic Annuity. The words “Basic Annuity” shall mean the annual amount determined in accordance with the formula set forth in Section H6.1(a) hereof. A Pennsylvania Electric Participant’s monthly amount of Basic Annuity under the Pennsylvania Electric Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity determined in accordance with the formula set forth in Section H6.1(a) hereof.

H2.6 Basic Earnings. The words “Basic Earnings” shall mean the sum of the Earnings received by a Pennsylvania Electric Participant over the five (5) calendar years of his highest Earnings divided by five (5) or the number of years (including fractions of a year) for which the Pennsylvania Electric Participant received Earnings, whichever is smaller.

H2.7 Benefit Commencement Date. The words “Benefit Commencement Date”

shall mean:

- (a) except as provided in subparagraph (b) below, the date as of which payment of a Pennsylvania Electric Participant’s Retirement Income is scheduled to commence under Section H6.1, H6.2, H6.3, H6.4 or H7.2 hereof, as applicable; or
- (b) if payment of a Pennsylvania Electric Participant’s Retirement Income actually commences on a date later than the scheduled starting date for payment as determined under subparagraph (a) above because of the need to comply with the notification requirements of Section H8.2, such later date.

Except as otherwise required by law, if the stock or assets of the business unit by which a Pennsylvania Electric Participant is employed are sold or transferred to a person, entity or joint venture which is not an Affiliate of a Participating Employer, such Pennsylvania Electric Participant’s Benefit Commencement Date may not occur earlier than the date the Pennsylvania Electric Participant could have commenced benefits under the terms of the Plan if he terminated employment or retired from the Participating Employer as of the day before the transaction.

H2.8 Benefit Service. The words “Benefit Service” shall have the meaning set forth in Article H4 hereof. Prior to January 1, 2007, “Benefit Service” was referred to as “Creditable Service.”

H2.9 Collective Bargaining Agreement. The words “Collective Bargaining Agreement” shall mean the collective bargaining agreement between Pennsylvania Electric Company and IBEW Local 459 (except Seneca), or the collective bargaining agreement between Pennsylvania Electric Company and UWUA Local 180, as applicable.

H2.10 Contract Worker. The words “Contract Worker” shall mean any person who provides services to a Participating Employer pursuant to a written agreement, other than the Collective Bargaining Agreement, between a Participating Employer (or any of the

FirstEnergy Companies or, prior to November 7, 2001, any of the GPU Companies acting on the Participating Employer's behalf) and any entity that is not one of the FirstEnergy Companies (or, prior to November 7, 2001, one of the GPU Companies). The words "Contract Worker" shall include any person who is a Leased Person. A person who is a Contract Worker shall be treated as a Contract Worker for purposes of the Pennsylvania Electric Constituent Plan, notwithstanding any determination by a court, the Internal Revenue Service or other governmental entity that such person is properly classified as a common-law employee of a Participating Employer, rather than as an independent contractor.

H2.11 Earnings. The word "Earnings" shall mean the base wage or salary paid to a Pennsylvania Electric Participant by any of the FirstEnergy Companies (or, prior to November 7, 2001, the GPU Companies) in cash or its equivalent and any annual incentive paid on or after July 1, 1998 in the case of any Pennsylvania Electric Participant (or on or after January 1, 1999, in the case of any generation Employee) who is a member of IBEW Local 459 (except Seneca) and any bonuses earned and any compensation awards which are payable on or after July 1, 1998 in the case of any Pennsylvania Electric Participant who is a member of the UWUA Local 180. In addition, if a Pennsylvania Electric Participant's compensation consists wholly or in part of commissions, such commissions shall be treated as base wages or salary. Earnings shall be determined before any reduction which the Pennsylvania Electric Participant has elected in accordance with a "cafeteria" plan, a "qualified transportation fringe" plan or a "cash or deferred arrangement" pursuant to Section 125, 132(f)(4) or 401(k) of the Code, including, effective January 1, 1998, amounts not available to an Pennsylvania Electric Participant in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Pennsylvania Electric Participant is unable to certify that he has other health coverage.

A Pennsylvania Electric Participant shall also be treated as having received pay during any period for which Benefit Service is credited while he is on leave of absence for Military Service at his rate of base wages or salary in effect immediately prior to the start of such period, and such pay shall be treated as Earnings. Notwithstanding anything in this Part H to the contrary, effective January 1, 2009, such pay may not be less than any “differential wage payments” (as described in Section 3401(h)(2) of the Code) paid with respect to the Military Service.

There shall be excluded from the calculation of a Pennsylvania Electric Participant’s Earnings:

- (a) overtime pay;
- (b) reimbursement for expenses;
- (c) employer contributions to the payment of premiums for life insurance coverage provided to the Pennsylvania Electric Participant under any insurance plan, program or other arrangement maintained by any Participating Employer;
- (d) or any other similar special payments over and above base wage or salary not explicitly included in his Earnings in this Section;
- (e) on and after January 1, 2007, any bonuses paid or accrued;
- (f) in the case of any Employee who is a member of the UWUA Local 180, any \$500 lump sum bonus which is paid in the first weekly paycheck after January 1, 2006, or as soon thereafter as practical, and is considered to be a retroactive signing bonus;
- (g) in the case of any Employee who is a member of the IBEW Local 459 (except Seneca), any \$500 lump sum bonus which is paid in the first weekly paycheck after January 1, 2009, or as soon thereafter as practical, and is considered to be a retroactive signing bonus;
- (h) any compensation paid to (or accrued for) a Pennsylvania Electric Participant with respect to services performed while a Contract Worker for any of the FirstEnergy Companies (or, prior to November 7, 2001, the GPU Companies); and



- (i) employer contributions to the FirstEnergy Corp. Flexible Benefit Plan.

The Pennsylvania Electric Constituent Plan shall not take into account the part of a Pennsylvania Electric Participant's Earnings in excess of the applicable dollar limit under Section 401(a)(17) of the Code (such limit being \$150,000 for the years 1994, 1995 and 1996; \$160,000 for the years 1997, 1998 and 1999; \$170,000 for the years 2000 and 2001; \$200,000 for the year 2002 and being \$200,000 as adjusted under Code section 401(a)(17)(B), for any year after 2002).

H2.12 Eligibility Service. The words "Eligibility Service" shall have the meaning set forth in Article H4 hereof. Prior to January 1, 2007, "Eligibility Service" was referred to as "Vesting Service."

H2.13 FirstEnergy. The word "FirstEnergy" shall mean FirstEnergy Corp. and its successor or successors.

H2.14 FirstEnergy Companies. The words "FirstEnergy Companies" shall mean, solely with respect to any period:

- (a) beginning on or after November 7, 2001 and with respect to any date of reference occurring on or after such date, all of the corporations which, during such period or on such date:
  - (i) are treated under Section 414(b) of the Code as members of the same controlled group of corporations that includes FirstEnergy as a member; or
  - (ii) which are otherwise required to be aggregated with FirstEnergy in accordance with Section 414(c), 414(m) or 414(o) of the Code; and
- (b) ending prior to November 7, 2001 and with respect to any date of reference occurring prior to such date, the GPU Companies.

For the purposes of determining whether or not a person was an employee of the FirstEnergy Companies and the period of such person's employment, a corporation shall be treated as one of

the FirstEnergy Companies only for such period or periods during which such corporation was a member of such controlled group or was required to be so aggregated, except as otherwise provided in Section H4.1(c) hereof.

H2.15 GPU Companies. The words “GPU Companies” shall mean, with respect to any period ending prior to November 7, 2001 and with respect to any date of reference occurring prior to such date, all of the corporations which, during such period or on such date:

- (a) were treated under Section 414(b) of the Code as members of the same controlled group of corporations that included GPU, Inc. as a member; or
- (b) were otherwise required to be aggregated with GPU, Inc. in accordance with Section 414(c), 414(m) or 414(o) of the Code.

For the purposes of determining whether or not a person was an employee of the GPU Companies and the period of such person’s employment, a corporation shall be treated as one of the GPU Companies only for such period or periods during which such corporation was a member of such controlled group or was required to be so aggregated, except as otherwise provided in Section H4.1(c) hereof.

H2.16 GPUS. The word “GPUS” shall mean GPU Service, Inc., or any successor thereto.

H2.17 Hour of Service. The words “Hour of Service” shall mean an hour for which a person was paid by, or entitled to payment from, any of the FirstEnergy Companies (or, prior to November 7, 2001, the GPU Companies), for the performance of or for reasons other than the performance of duties, or for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by any of the FirstEnergy Companies (or, prior to November 7, 2001, the GPU Companies). An Hour of Service for which back pay is so awarded or agreed to shall be credited to the person for the period to which the award or agreement pertains rather

than for the period in which it is paid. Hours of Service shall be computed and credited in accordance with paragraphs (b) and (c) of Section 2530.200b.2 of the Department of Labor regulations.

H2.18 IBEW Local 459 (except Seneca). The words “IBEW Local 459 (except Seneca)” shall mean the International Brotherhood of Electrical Workers Local 459 excluding the International Brotherhood of Electrical Workers Local 459 at Seneca.

H2.19 Joint Annuitant. The words “Joint Annuitant” shall mean either:

- (a) the spouse to whom a Pennsylvania Electric Participant is married on his Benefit Commencement Date; or
- (b) a non-spouse Beneficiary;

who is designated, or deemed to have been designated, by the Pennsylvania Electric Participant pursuant to Article H8 hereof to receive Retirement Income payments under an Option described in Article H8 on his death.

H2.20 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a Pennsylvania Electric Participant the later of:

- (a) his sixty-fifth (65th) birthday; and
- (b) the earlier of:
  - (i) his completion of five (5) years of Eligibility Service; or
  - (ii) the fifth (5th) anniversary of the date his participation commenced in the Pennsylvania Electric Constituent Plan or a Predecessor Plan;

provided, however, that the “Normal Retirement Age” of a Pennsylvania Electric Participant, who was first employed by any of the FirstEnergy Companies or any of the GPU Companies either on or before his sixtieth (60th) birthday or on or before January 1, 1988 and between his sixtieth (60th) and sixty-fourth (64th) birthdays, shall be Age sixty-five (65).

H2.21 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a Pennsylvania Electric Participant the last day of the calendar month following his attainment of his Normal Retirement Age (or the date of attainment of his Normal Retirement Age if that date occurs on the last day of a calendar month).

H2.22 Participating Employer. The words “Participating Employer” shall mean the Company or any Affiliate which has become a Participating Employer under the Pennsylvania Electric Constituent Plan pursuant to Article A13 hereof, but only for periods while it is deemed to be a Participating Employer under the Pennsylvania Electric Constituent Plan or a Predecessor Plan.

H2.23 Pennsylvania Electric Participant. The words “Pennsylvania Electric Participant” shall mean any Employee who became a Pennsylvania Electric Participant under the Pennsylvania Electric Constituent Plan in accordance with Article H3 hereof. Any person who has become a Pennsylvania Electric Participant in accordance with Article H3 hereof shall remain a Pennsylvania Electric Participant until his termination of employment; provided, however, that his status as a Pennsylvania Electric Participant or as an Inactive Pennsylvania Electric Participant shall be determined under Article H3 hereof.

H2.24 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part H, any one of the following:

- (a) 1999 Locals 459/180 Plan; or
- (b) Pre-1999 Plan.

H2.25 Pre-1999 Plan. The words “Pre-1999 Plan” shall mean the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 459 or

UWUA Local 180, also known as the Pennsylvania Electric Company Plan for Retirement Annuities, as in effect from time to time prior to January 1, 1999.

H2.26 Prior Savings Plan. The words “Prior Savings Plan” shall mean the GPU Companies Employee Savings Plan for Employees’ represented by IBEW Local 459 or UWUA Local 180.

H2.27 Retirement Income. The words “Retirement Income” shall mean the benefit payable under the Pennsylvania Electric Constituent Plan in accordance with Articles H5, H6, H7 and H8 hereof. A Pennsylvania Electric Participant’s monthly Retirement Income under the Pennsylvania Electric Constituent Plan shall be equal to one-twelfth (1/12th) of his annual Retirement Income under the Pennsylvania Electric Constituent Plan.

H2.28 Seneca. The word “Seneca” shall mean the Seneca Pumped Storage Generating Station.

H2.29 Supplemental Additional Annuity. The words “Supplemental Additional Annuity” shall mean the annuity, if any, to which the Pennsylvania Electric Participant may be entitled under Section H6.5 hereof.

H2.30 Supplemental Basic Annuity. The words “Supplemental Basic Annuity” shall mean the annuity, if any, to which the Pennsylvania Electric Participant may be entitled under Section H6.5 hereof.

H2.31 UWUA Local 180. The words “UWUA Local 180” shall mean the Utility Workers Union of America Local 180.

## ARTICLE H3

### ELIGIBILITY AND PARTICIPATION

#### H3.1 Requirements.

- (a) Each Employee who was both:
  - (i) a Participant under the Predecessor Plan; and
  - (ii) an Employee of a Participating Employer;

on December 31, 2006, became a Pennsylvania Electric Participant under the Pennsylvania Electric Constituent Plan on January 1, 2007 if on January 1, 2007 he was still employed by a Participating Employer as a Bargaining Unit Employee covered by the Collective Bargaining Agreement.

- (b) Subject to Article A12 hereof, no other Employee shall become a Pennsylvania Electric Participant under the Pennsylvania Electric Constituent Plan on or after January 1, 2007.

H3.2 Former Employees. If a former Employee, who was previously a Pennsylvania Electric Participant or a Participant under the Predecessor Plan, is rehired, he shall not become a Pennsylvania Electric Participant and shall not accrue any further benefits under the Pennsylvania Electric Constituent Plan. If such an Employee is rehired at a time when his prior Eligibility Service under the Pennsylvania Electric Constituent Plan is cancelled, he shall not have an accrued benefit under the Pennsylvania Electric Constituent Plan.

H3.3 Status of Participant. The status of a Pennsylvania Electric Participant shall be determined as follows:

- (a) He shall be a Pennsylvania Electric Participant so long as he is an Employee of a Participating Company covered by the Collective Bargaining Agreement, and shall cease to be a Pennsylvania Electric Participant when he shall have ceased to be an Employee of a Participating Company covered by the Collective Bargaining Agreement.

- (b) He shall be considered to be an Inactive Pennsylvania Electric Participant during any period in which he continues to be an Employee but is not employed by a Participating Company, or is not covered by the Collective Bargaining Agreement. Inactive Pennsylvania Electric Participants do not accrue benefits under the Pennsylvania Electric Constituent Plan. In addition, any other Employee who is not a Pennsylvania Electric Participant but who has an accrued benefit under the Pennsylvania Electric Constituent Plan which has not been cancelled shall be considered to be an Inactive Pennsylvania Electric Participant.

ARTICLE H4

CREDITING OF SERVICE

H4.1 Benefit Service. A Pennsylvania Electric Participant's Benefit Service shall be determined as follows:

- (a) A Pennsylvania Electric Participant's Benefit Service shall mean his aggregate number of years of employment with all of the FirstEnergy Companies as a Pennsylvania Electric Participant, rounded to the nearest number of whole years, as described in the following sentence. The fractional year beginning on the last anniversary of his date of employment and ending on the date of cessation of his employment will count as a full year if he is employed for either at least six (6) months or at least one thousand (1,000) Hours of Service in that fractional year; otherwise that fractional year will not be added to his Benefit Service.

If a Pennsylvania Electric Participant terminates employment with the FirstEnergy Companies and is reemployed by any of the FirstEnergy Companies, whether or not by the same company with which he was formerly employed, the inclusion in Benefit Service of the earlier period of employment shall be determined in accordance with the following rules:

- (i) If such termination occurred prior to January 1, 1976, the earlier period of employment shall not be included in Benefit Service.
- (ii) If such termination occurs on or after January 1, 1976, the earlier period of employment shall be included in Benefit Service if any of the following four (4) circumstances apply:
  - (A) he had satisfied the requirements for a vested benefit at the time of such termination; or
  - (B) such termination occurs on or after November 1, 1985 and he returns to work within five (5) years of such termination; or
  - (C) his number of years of Benefit Service at the time of his initial termination of employment is the same or more than the number of years of his period of absence; or
  - (D) such termination occurs before November 1, 1985, he returns to work within five (5) years of such termination,



and his number of years of Benefit Service at the time of his initial termination of employment is the same or more than the number of years of the portion of his period of absence prior to November 1, 1985.

The number of years of his period of absence shall be counted as the number of three hundred sixty-five (365) day periods, measured from one anniversary of his initial date of employment to the next, starting with the period in which his employment was initially terminated and ending with the year of his reemployment, excluding the first and/or last year if he worked not more than five hundred (500) Hours of Service in the year. Solely for purposes of measuring the length of his period of absence, he shall be deemed to have been employed at the rate of forty (40) Hours of Service per week during the first one hundred four (104) weeks of any Maternity/Paternity Leave of Absence.

- (iii) If neither subparagraph (i) nor (ii) above applies, such earlier period of employment shall not be included in his Benefit Service.
- (iv) If he is not reemployed until after two (2) anniversaries of his initial date of employment have passed, his Benefit Service shall be determined separately for each of the earlier and later periods of employment, without regard to the other, and then, if applicable, added together.
- (v) If he is reemployed before two (2) such anniversaries have passed, but is not employed for at least five hundred one (501) Hours of Service between such two (2) anniversaries, or is not employed for at least five hundred one (501) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary, his Benefit Service in this case also shall be determined separately for each of the earlier and later periods of employment, without regard to the other and then, if applicable, added together. If he is reemployed before two (2) such anniversaries have passed, is employed for at least five hundred one (501) Hours of Service between such two (2) anniversaries, and is employed for at least five hundred one (501) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary, his Benefit Service shall be determined as though he had been on a leave of absence, rather than terminated and reemployed, but shall be reduced by one (1) year if he is not employed for either at least six (6) months or at least one thousand (1,000) Hours of Service between such two (2) anniversaries and shall be reduced by one (1) year if he is not employed for either at least six (6) months or at least one

thousand (1,000) Hours of Service in the three hundred sixty-five (365) days preceding the first such anniversary.

- (vi) If he terminates employment and is reemployed more than once, the above rules shall be applied successively.
- (b) Absence on account of sickness, or temporary layoff on account of reduction in work force, or leave of absence granted to a Pennsylvania Electric Participant by his employer shall not be considered as a break in the continuity of his service, and he shall be deemed to have been employed at the rate of forty (40) Hours of Service per week during the period of such absence for purposes of computing the amount of his Benefit Service. Retirement in accordance with Article H7 hereof will have the effect of terminating any such absence. The decision of the Administrator as to what constitutes a temporary layoff shall be final and conclusive. The provisions of this subparagraph shall be uniformly applied in a non-discriminatory manner.
- (c) There shall be counted as employment with the FirstEnergy Companies and the GPU Companies, for the purposes of subparagraph (a) above, employment with any of the following:
  - (i) companies which have been or are merged or acquired by a Participating Employer;
  - (ii) companies substantially all the assets of which have been or are acquired by a Participating Employer;
  - (iii) former or future subsidiaries of a Participating Employer; and
  - (iv) Affiliated Companies.

The term "Affiliated Companies" shall include all corporations, partnerships, or other organizations, determined from time to time by the Board of Directors (or the GPUS Board of Directors prior to November 7, 2001) to be or to have been affiliated.

- (d) In no event shall a strike or lockout be considered a break in continuity of service or a termination of employment within the meaning of this Section.
- (e) A Pennsylvania Electric Participant's Benefit Service shall include the period in which he is on leave of absence for Military Service.
- (f) No Employee shall be entitled to duplicate credit for any period of Benefit Service.

- (g) Solely for the purpose of determining the conditions under which accumulated prior service is disregarded in accordance with subparagraph(a)(ii) hereof, Benefit Service shall include employment with any of the FirstEnergy Companies which is neither employment with any Participating Employer nor employment counted in accordance with Section H4.1(c) hereof.
- (h) No period during which services were performed as a Contract Worker shall be treated as Benefit Service (except as otherwise expressly required under the Code).
- (i) If a Pennsylvania Electric Participant receives (or is deemed to have received) a lump sum distribution in accordance with Section A11.5, A11.6 or H8.5 hereof, the Benefit Service he had earned prior to his termination of employment shall be disregarded unless and until he repays (or is deemed to have repaid) such lump sum distribution as set forth below or in Section A11.6 hereof. If a Pennsylvania Electric Participant receives a lump sum distribution (other than pursuant to Section A11.6 hereof) and is subsequently reemployed by any Participating Employer, he may repay the amount of such lump sum distribution, within five (5) years of such subsequent reemployment and prior to January 1, 2007, with interest at the rate determined for purposes of Section 411(c)(2)(C)(iii) of the Code in effect on the first day of the year of repayment.

H4.2 Eligibility Service. A Pennsylvania Electric Participant's Eligibility

Service shall be determined as follows:

- (a) A Pennsylvania Electric Participant's Eligibility Service shall mean the number of years, months, and days of his active employment with any of the FirstEnergy Companies. Eligibility Service shall also include the number of years, months, and days during the following periods:
  - (i) A period of absence for any reason other than quit, discharge, or retirement. Any absence will be considered ended upon quit, discharge, or retirement.
  - (ii) A period of Military Service.

If he terminated employment with the GPU Companies before January 1, 1976 and was reemployed by any of the FirstEnergy Companies, employment prior to such date will be disregarded.

If he terminates employment with the FirstEnergy Companies on or after January 1, 1976 and is reemployed by any of the FirstEnergy Companies, his earlier period of employment will be disregarded only if:

- (iii) he has not satisfied the requirements for a vested benefit at the time of such termination; and
- (iv) the length of time between such termination and such reemployment, in years, months, and days, is greater than his Eligibility Service at the time of such termination; and
- (v) either:
  - (A) the termination occurred before November 1, 1985; or
  - (B) the length of time between such termination and such reemployment is greater than five (5) years.

Solely for purposes of measuring the length of time between such termination and such reemployment, there shall be disregarded the first one hundred four (104) weeks of any Maternity/Paternity Leave of Absence. In addition, on and after August 5, 1993, FMLA Leave shall not be treated as or counted toward a break in Eligibility Service for purposes of determining entitlement to a vested benefit.

The Eligibility Service of a Pennsylvania Electric Participant with two (2) or more periods of employment shall be determined separately for each such period which, in accordance with the preceding rules, is to be counted. The resulting years, months, and days shall then be added together, counting thirty (30) days as one (1) month and twelve (12) months as one (1) year.

Eligibility Service shall also include the number of years, months, and days between the date of termination and the date of reemployment if he is reemployed with any of the FirstEnergy Companies on or before the first anniversary of the date of such termination. If such termination occurs during a period of absence from work, such reemployment must occur on or before the first anniversary of the first day of such absence in order for the provisions of this paragraph to apply. The Employee need only be reemployed for one (1) Hour of Service.

No Employee shall be entitled to duplicate credit for any period of Eligibility Service.

- (b) Solely for the purposes of determining eligibility for benefits in accordance with Section H5.4 hereof, Eligibility Service shall include employment as a temporary or part-time employee with the GPU Companies prior to January 1, 1976 but after the starting date of the applicable period or calendar year in which such temporary or part-time employee first worked at least one thousand (1,000) Hours of Service and shall include employment with any of the FirstEnergy Companies which is

neither employment with any Participating Employer nor employment counted in accordance with Section H4.1(c) hereof.

- (c) No period during which services were performed as a Contract Worker shall be treated as Eligibility Service (except as otherwise expressly required under the Code).

## ARTICLE H5

### ELIGIBILITY FOR RETIREMENT INCOME

H5.1 Normal Retirement. A Pennsylvania Electric Participant who retires from employment on his Normal Retirement Date shall be eligible to receive Normal Retirement Income as provided in Section H6.1 hereof, commencing on the first day of the month following his Normal Retirement Date. Subject to adjustment as provided in Article H8 hereof, such Retirement Income shall become nonforfeitable upon the Pennsylvania Electric Participant attaining his Normal Retirement Date. The Administrator shall notify the Pennsylvania Electric Participant of his eligibility for Retirement Income not less than three (3) months prior to his Normal Retirement Date.

H5.2 Deferred Retirement. A Pennsylvania Electric Participant who continues in the employ of a Participating Employer or an Affiliate beyond his Normal Retirement Date shall be eligible to retire and receive Deferred Retirement Income as provided in Section H6.2 hereof. Such a Pennsylvania Electric Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. Except as otherwise provided in Section H6.2(a) hereof, no Retirement Income payment will be made under Section H6.2 hereof for any month of employment with any of the FirstEnergy Companies after such notification is provided unless the Pennsylvania Electric Participant accumulates less than forty (40) Hours of Service in that month.

H5.3 Early Retirement. A Pennsylvania Electric Participant, who continues in the employ of a Participating Employer or an Affiliate until his completion of at least ten (10) Years of Eligibility Service and attainment of Age fifty-five (55), shall be eligible to retire before

his Normal Retirement Date and receive Early Retirement Income as provided in Section H6.3 hereof.

H5.4 Terminated Vested Retirement. A Pennsylvania Electric Participant who has completed at least five (5) Years of Eligibility Service on the date his employment terminates for any reason (other than his death or his retirement under Sections H5.1, H5.2, H5.3 or H7.1 hereof) shall be entitled to receive Terminated Vested Retirement Income as provided in Section H6.4 hereof.

ARTICLE H6  
RETIREMENT INCOME

H6.1 Normal Retirement Income. Subject to the applicable provisions of Section H6.6 and Article H8 hereof, the annual Retirement Income payable to a Pennsylvania Electric Participant who retires as provided in Section H5.1 hereof, commencing on the first day of the month following his Normal Retirement Date, shall be the sum of:

- (a) a Basic Annuity which equals:
  - (i) 1.5% of his Basic Earnings for each of the first twenty (20) years of Benefit Service; plus
  - (ii) 0.9% of his Basic Earnings for each year of Benefit Service which is in excess of twenty (20); provided, however, that the foregoing 0.9% shall be increased to 1.1% in the case of a Pennsylvania Electric Participant who:
    - (A) is a member of IBEW Local 459 (except Seneca) who had at least fifteen (15) years of Benefit Service as of December 31, 1998; or
    - (B) is a member of the UWUA Local 180 who had at least fifteen (15) years of Benefit Service as of December 31, 1999;
- (b) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof;
- (c) the Additional Annuity, if any, to which he may be entitled in accordance with Section H10.2 hereof; and
- (d) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof.

H6.2 Deferred Retirement Income. Subject to the applicable provisions of Section H6.6 and Article H8 hereof, the annual Retirement Income payable to a Pennsylvania



Electric Participant, who retires after his Normal Retirement Date as provided in Section H5.2 hereof, shall be the sum of:

- (a) if he contributed toward an Additional Annuity, such Additional Annuity determined in accordance with Section H10.2 hereof, plus the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof, commencing as of the first day of the month following his Normal Retirement Date regardless of any continuation of employment beyond his Normal Retirement Date; and
- (b) his Basic Annuity determined as of his date of actual retirement in accordance with the formula set forth in Section H6.1(a) hereof and the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof, commencing on the first day of the month following his date of actual retirement.

H6.3 Early Retirement Income. A Pennsylvania Electric Participant who retires as provided in Section H5.3 hereof may elect to have his Retirement Income commence on his date of early retirement or defer commencement of his Retirement Income to the first day of any month subsequent to his date of early retirement but not later than his Normal Retirement Date. Subject to the applicable provisions of Section H6.6 and Article H8 hereof, the amount of such Pennsylvania Electric Participant's annual Retirement Income shall be the sum of:

- (a) a Basic Annuity determined as of his date of early retirement in accordance with the formula set forth in Section H6.1(a) hereof which shall be reduced by one-twelfth (1/12th) of four percent (4%) for each full month by which his Benefit Commencement Date precedes the end of the month of his sixtieth (60th) birthday; plus
- (b) the product of:
  - (i) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof; plus
  - (ii) the Additional Annuity, if any, to which he may be entitled in accordance with Section H10.2 hereof; plus
  - (iii) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof;

multiplied by the applicable percentage from the table in Section H6.4 hereof, based on the number of months his Benefit Commencement Date precedes his Normal Retirement Date.

H6.4 Terminated Vested Retirement Income. Subject to the applicable provisions of Section H6.6 and Article H8 hereof, a Pennsylvania Electric Participant who is entitled to Terminated Vested Retirement Income pursuant to Section H5.4 hereof shall be entitled to receive, commencing on the first day of the month following his Normal Retirement Date, annual Retirement Income equal to the sum of:

- (a) a Basic Annuity determined as of his date of termination of employment in accordance with the formula set forth in Section H6.1(a) hereof;
- (b) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof;
- (c) the Additional Annuity, if any, to which he may be entitled in accordance with Section H10.2 hereof; and
- (d) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof

Such Pennsylvania Electric Participant may elect to receive, in lieu of the Retirement Income commencing on the first day of the month following his Normal Retirement Date, a reduced annual Retirement Income commencing as of the first day of any month after his attainment of Age fifty-five (55) and prior to his Normal Retirement Date as he selects. In the event of such early commencement, he shall be entitled to receive the following percentage of the annual Retirement Income which would have commenced as of the first day of the month following his Normal Retirement Date, based on the number of months his Benefit Commencement Date precedes his Normal Retirement Date:

<u>Number of Months Before Normal Retirement Date</u>	<u>Percentage</u>
0	100%
12	89%

<u>Number of Months Before Normal Retirement Date</u>	<u>Percentage</u>
24	79%
36	70%
48	63%
60	56%
72	51%
84	46%
96	41%
108	37%
120	34%

(Interpolate for months not shown.)

H6.5 Supplemental Annuities. For each Pennsylvania Electric Participant who was a participant in the Pennsylvania Electric Company Executive Pension Plan at December 31, 1969, a determination was made of a supplemental basic annuity (the “Supplemental Basic Annuity”) and, if the Pennsylvania Electric Participant had contributed toward an additional pension under such Executive Pension Plan, a supplemental additional annuity (the “Supplemental Additional Annuity”) and the amount of such supplemental annuities so determined shall not be changed except as provided in this Part H due to a Benefit Commencement Date which is not the first day of the month following the Pennsylvania Electric Participant’s Normal Retirement Date or due to a form of payment other than the Single Life Annuity Option.

H6.6 Temporary Increase of Basic Annuity. The Basic Annuity payable under Section H6.1, H6.2, H6.3, H6.4 or H7.2 hereof shall be increased by twenty percent (20%) for the first twelve (12) months during which it is payable.

H6.7 Reemployment/Cessation of Retirement Income. If a Pennsylvania Electric Participant who retired or terminated employment returns to employment with any of the FirstEnergy Companies, Retirement Income being paid to him shall cease to be payable to him

until he again becomes entitled to Retirement Income in accordance with the Pennsylvania Electric Constituent Plan. Any Retirement Income payable upon the Pennsylvania Electric Participant's subsequent retirement or termination of employment shall be increased by the Actuarial Equivalent of any payments which were suspended and not paid to him as a result of his reemployment. Such a Pennsylvania Electric Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. Except as otherwise provided in Section H6.2(a) hereof, no Retirement Income payment will be made for any month of employment with any of the FirstEnergy Companies after such notification is provided unless the Pennsylvania Electric Participant accumulates less than forty (40) Hours of Service in that month. In accordance with Section H3.2 hereof, a rehired Pennsylvania Electric Participant shall not accrue any further benefits under the Pennsylvania Electric Constituent Plan. Any future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

ARTICLE H7

DISABILITY

H7.1 Eligibility for Disability Retirement. A Pennsylvania Electric Participant, who on the basis of medical evidence satisfactory to the Administrator is found to be physically or mentally disabled to an extent which is expected to permanently prevent him from performing the duties for which he can be employed by his Participating Employer, may retire or be retired by the Participating Employer on the last day of any calendar month, such day to be specified and to be known as his Disability Retirement Date, provided that:

- (a) he makes application to the Administrator for retirement or the Administrator gives written notice to him of his intended retirement, whichever is applicable, at least thirty (30) days prior to his Disability Retirement Date; and
- (b) on his Disability Retirement Date he will have been continuously so disabled for at least three (3) full months.

H7.2 Disability Retirement Income. Subject to the applicable provisions of Section H6.6 and Article H8 hereof, the annual Disability Retirement Income payable to a Pennsylvania Electric Participant, who retires as provided in Section H7.1 hereof, commencing on the first day of the month following his Disability Retirement Date, shall be the sum of:

- (a) a Basic Annuity determined in accordance with the formula set forth in Section H6.1(a) hereof on the basis of his Basic Earnings and Benefit Service on his Disability Retirement Date or, if greater, two-thirds (2/3rds) of the Basic Annuity that would be determined in accordance with the formula set forth in Section H6.1(a) hereof on the basis of such Basic Earnings and the Benefit Service he would have had at his Normal Retirement Date if he had continued in employment with his Participating Employer until such date; plus
- (b) the product of:
  - (i) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof; plus

- (ii) the Additional Annuity, if any, to which he may be entitled in accordance with Section H10.2 hereof; plus
- (iii) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof;

multiplied by either (x) the applicable percentage from the table in Section H6.4 hereof, based on the number of months his Benefit Commencement Date precedes his Normal Retirement Date, or (y) if such Benefit Commencement Date occurs before Age fifty-five (55), thirty-four percent (34%).

H7.3 Cessation of Retirement Income and Crediting of Hours of Service. If a Pennsylvania Electric Participant who retired in accordance with Section H7.1 hereof returns to employment with any of the FirstEnergy Companies, Retirement Income shall cease in accordance with Section H6.7 hereof and his Benefit Service shall be determined as though he had been employed at the rate of forty (40) Hours of Service per week during the term of his disability retirement.

## ARTICLE H8

### FORMS OF PAYMENT

H8.1 Normal Forms. The normal forms of payment under the Pennsylvania Electric Constituent Plan are as follows:

- (a) Single Life Annuity Option. If a Pennsylvania Electric Participant is not married as of his Benefit Commencement Date, his Retirement Income shall normally be payable in the form of an annuity for his lifetime only.
- (b) Automatic Joint and Surviving Spouse Annuity Option. If a Pennsylvania Electric Participant is married and has not elected an optional form of payment described in Section H8.3 hereof in accordance with Section H8.2 hereof, as of his Benefit Commencement Date, he shall be deemed to have made an effective designation of his spouse as his Joint Annuitant and to have elected that reduced Retirement Income shall be payable to him during his lifetime and that after his death (subsequent to the commencement of such reduced Retirement Income) Retirement Income equal to fifty percent (50%) of his reduced Retirement Income shall continue during the life of and be paid to his Joint Annuitant, if such Joint Annuitant survives him (such form of payment is hereafter referred to as a “Automatic Joint and Surviving Spouse Annuity Option”). The Automatic Joint and Surviving Spouse Annuity Option shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Pennsylvania Electric Participant under the Single Life Annuity Option.

H8.2 Election of Other Forms. Subject to certain restrictions described herein and in Section A10.4(a) hereof, in lieu of receiving his benefit in accordance with the applicable normal form set forth in Section H8.1 hereof, a Pennsylvania Electric Participant may elect to receive his benefit pursuant to an optional form of payment described in Section H8.3 hereof. The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such Pennsylvania Electric Participant’s Benefit Commencement Date, provide such Pennsylvania Electric Participant with a written explanation of:

- (a) the terms and conditions of the normal forms set forth in Section H8.1 hereof and the optional forms set forth in Section H8.3 hereof;

- (b) his right to make, and the effect of, an election under this Section not to receive his benefits pursuant to the normal form set forth in Section H8.1 hereof;
- (c) the rights of a married Pennsylvania Electric Participant's spouse in regard to such election;
- (d) his right to make, and the effect of, a revocation of such an election;
- (e) the relative values of the forms of payment which are available to him; and
- (f) if applicable, his right to defer receipt of his benefits and the consequences of failing to defer receipt of his benefits.

Any election of a form of payment shall be made by a Pennsylvania Electric Participant within the ninety (90) days prior to his Benefit Commencement Date (the "90-day Election Period"); provided, however, that his Benefit Commencement Date shall be delayed, if necessary, to insure that he shall have received the foregoing written explanation at least thirty (30) days prior to his Benefit Commencement Date. Any such election may be revoked and made again any number of times as long as the 90-day Election Period has not expired.

Notwithstanding anything contained in this Article to the contrary, the following provisions apply to the time for written explanation described in the preceding paragraphs:

- (i) Such written explanation may be provided after the date as of which the Pennsylvania Electric Participant's benefit is to commence, except to the extent provided in lawful regulations. If so provided, the 90-day Election Period shall not end before the thirtieth (30<sup>th</sup>) day after the date on which such explanation is provided.
- (ii) A Pennsylvania Electric Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation to be provided at least thirty (30) days before the date as of which the Pennsylvania Electric Participant's benefit is to commence (or to waive the thirty (30) day requirement under subparagraph (i) above) if:
  - (A) the Administrator provides information clearly indicating the Pennsylvania Electric Participant has the right to at



least thirty (30) days to consider whether to waive the normal form of payment described in Section H8.1 hereof and consent to another form of payment;

- (B) the benefit commences more than seven (7) days after such explanation is received;
- (C) the Pennsylvania Electric Participant is permitted to revoke an affirmative distribution election at least until the Benefit Commencement Date, or if later, at any time prior to the expiration of the seven (7) day period that begins the day after such explanation is provided to the Pennsylvania Electric Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the Pennsylvania Electric Participant and shall designate the Joint Annuitant and the Selected Percentage if he shall have selected a Joint and Survivor Annuity Option. Such election shall be deemed to be made when it shall have been received by the Administrator or its designated representative. Satisfactory proof of the age of the Joint Annuitant designated by the Pennsylvania Electric Participant will be required prior to the payment of benefits under a Joint and Survivor Annuity Option.

Prior to an Pennsylvania Electric Participant's Benefit Commencement Date, the Pennsylvania Electric Participant shall certify to the Administrator, on a form which the Administrator shall furnish to the Pennsylvania Electric Participant, either (i) that the Pennsylvania Electric Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section H2.7(a) hereof, or (ii) that the Pennsylvania Electric Participant is married or expects to become married prior to such date and the name and date of birth of the person to whom the Pennsylvania Electric Participant is married to or so expects to become married to. Notwithstanding any other provision herein to the

contrary, no amount shall be payable hereunder to the surviving spouse of an Pennsylvania Electric Participant who has filed with the Administrator a certification described in (i) above.

Subject to retroactive payment thereof, any annuity income payments otherwise due under the Pennsylvania Electric Constituent Plan shall be delayed until thirty (30) days after whichever of the following is applicable:

- (1) The receipt by the Administrator of the certification from a Pennsylvania Electric Participant who has certified therein that the Pennsylvania Electric Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section H2.7(a) hereof.
- (2) The receipt by the Administrator of the completed election form from a Pennsylvania Electric Participant who elects not to be covered by a Joint and Survivor Annuity Option or the Automatic Joint and Surviving Spouse Annuity Option.
- (3) The receipt by the Administrator of satisfactory proof of the date of birth of the Joint Annuitant of an Pennsylvania Electric Participant (i) who elects to be covered by a Joint and Survivor Annuity Option, or (ii) who has been deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option.

If a Pennsylvania Electric Participant, who has a spouse living at his Benefit Commencement Date who is entitled to the Automatic Joint and Surviving Spouse Annuity Option, elects a form of payment other than the Automatic Joint and Surviving Spouse Annuity Option (including the Level Income Option, if elected in conjunction with the Automatic Joint and Surviving Spouse Annuity Option), such election shall not be effective hereunder unless the Pennsylvania Electric Participant's spouse consents to the Pennsylvania Electric Participant's election within the 90-day Election Period in accordance with Section A11.12 hereof. The consent of a Pennsylvania Electric Participant's spouse to any such election shall be irrevocable.

H8.3 Optional Forms of Payment. The optional forms of payment under the Pennsylvania Electric Constituent Plan are as follows:

- (a) Single Life Annuity Option. A Pennsylvania Electric Participant may elect that his Retirement Income be paid in the form of an annuity for his lifetime only.
  
- (b) Joint and Survivor Annuity Option. A Pennsylvania Electric Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that after his death (subsequent to the commencement of such reduced Retirement Income), Retirement Income equal to 100%, 75%, 50% or 25%, as specified by the Pennsylvania Electric Participant (the “Selected Percentage”), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that the Pennsylvania Electric Participant shall have designated pursuant to Section H8.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated by a Pennsylvania Electric Participant dies before the Pennsylvania Electric Participant’s Benefit Commencement Date, the Pennsylvania Electric Participant’s election hereunder shall become null and void as of the date of the Joint Annuitant’s death; provided, however, that if the designated Joint Annuitant of a Pennsylvania Electric Participant dies during the first five (5) years after such Pennsylvania Electric Participant’s Benefit Commencement Date, such Pennsylvania Electric Participant’s Retirement Income shall be increased to the amount which would have been payable to him had he elected to receive his Retirement Income under the Single Life Annuity Option as of the first day of the month following the date of the Joint Annuitant’s death unless such Pennsylvania Electric Participant designates a new Joint Annuitant within three (3) months after the date of the Joint Annuitant’s death. If the Joint Annuitant dies more than five (5) years after such Pennsylvania Electric Participant’s Benefit Commencement Date, such Pennsylvania Electric Participant’s election hereunder shall remain in effect and such Pennsylvania Electric Participant’s Retirement Income will continue to be paid in the reduced amount. Such optional form of payment shall be the Actuarial Equivalent of the Retirement Income which would have been payable to the Pennsylvania Electric Participant under the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).
  
- (c) Joint and Survivor Annuity Option A. A Pennsylvania Electric Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that after his death (subsequent to his Benefit Commencement Date), Retirement Income equal to 100%, 75%, 50% or 25%, as specified by such Pennsylvania Electric Participant (the “Selected

Percentage”), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that such Pennsylvania Electric Participant shall have designated pursuant to Section H8.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated dies before such Pennsylvania Electric Participant’s Benefit Commencement Date, such Pennsylvania Electric Participant’s election hereunder shall become null and void as of the date of the Joint Annuitant’s death. If the Joint Annuitant so designated dies after such Pennsylvania Electric Participant’s Benefit Commencement Date, such Pennsylvania Electric Participant’s Retirement Income shall be increased to the amount which would have been payable to him had he elected to receive his Retirement Income under the Single Life Annuity Option as of the first day of the month following the date of the Joint Annuitant’s death. Such optional form of payment shall be the Actuarial Equivalent of the Retirement Income which would have been payable to such Pennsylvania Electric Participant under the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).

- (d) Period Certain Annuity Option. A Pennsylvania Electric Participant may elect to receive reduced retirement benefit payments during his lifetime with the provision that in the event such Pennsylvania Electric Participant shall die (subsequent to the commencement of such reduced retirement benefit payments) before he shall have received retirement benefit payments for a period of 60, 120 or 180 months, as selected by the Pennsylvania Electric Participant (the “Selected Period”), after his death payments equal to 100% of his reduced retirement benefit payments shall continue for the remainder of the Selected Period to the Contingent Beneficiary (as defined in Section A11.39(C) of the Plan) he shall have designated; provided, however, that following the death of such Contingent Beneficiary, the lump sum actuarial equivalent (calculated on the basis of the rate of interest specified in Section A2.2(b)(ii) hereof and the mortality table specified in Section A2.2(a)(ii) hereof) of any remaining payments will be paid to the estate of the Contingent Beneficiary in a single lump payment. Such optional form of payment shall be the Actuarial Equivalent of the retirement benefit which would have been payable to the Pennsylvania Electric Participant in a Single Life Annuity Form.
- (e) Level Income Option. A Pennsylvania Electric Participant, who has elected or is deemed to have elected the Single Life Annuity Option, the Automatic Joint and Surviving Spouse Annuity Option, a Joint and Survivor Annuity Option, or, only for a Pennsylvania Electric Participant who is represented by UWUA 180, a Joint and Survivor Annuity Option A, whose Retirement Income is payable under Article H5 hereof and whose Benefit Commencement Date occurs prior to the earliest date as of which he could receive old-age Social Security benefits, may further elect

to receive increased Retirement Income prior to such earliest date and reduced Retirement Income after such earliest date, all as determined in accordance with the table set forth below, such that the difference between the increased payment and the reduced payment equals the amount, estimated at his Benefit Commencement Date, of the old-age Social Security benefit payable at such earliest date, subject to adjustments under subparagraphs (i) and (ii) below.

Change Per \$100 of Estimated Age 62

Social Security Benefit

Number of Months Increased Retirement Income Is Payable	Increase Before Age 62	Decrease After Age 62
0	\$100.00	\$ 0.00
12	\$ 89.50	\$10.50
24	\$ 80.10	\$19.90
36	\$ 71.90	\$28.10
48	\$ 64.80	\$35.20
60	\$ 58.40	\$41.60
72	\$ 52.80	\$47.20
84	\$ 47.70	\$52.30

(Interpolate for months not shown)

Notwithstanding the foregoing to the contrary, if the Pennsylvania Electric Participant is entitled to Retirement Income in accordance with Section H5.3 hereof, the following additional rules shall apply:

- (i) prior to Age sixty-two (62) there shall be an increase to his monthly Retirement Income based on the age appropriate amount from the Decrease After Age 62 column for the first One Hundred Dollars (\$100.00) of estimated Age sixty-two (62) monthly Social Security benefit in addition to the increase set forth in the table above; and
- (ii) after Age 62 there shall be no reduction to his monthly Retirement Income for the first One Hundred Dollars (\$100.00) of estimated Age sixty-two (62) monthly Social Security benefit.

Upon the death of a Pennsylvania Electric Participant who has elected or is deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option or a Joint and Survivor Annuity Option, his Joint

Annuitant under such Option shall receive the Retirement Income which would have been payable had this Level Income Option not been elected.

H8.4 Additional Rules and Requirements. The following rules and requirements apply to the election of any Option under this Article H8.

- (a) An Option shall become effective as of a Pennsylvania Electric Participant's Benefit Commencement Date as determined under Section H2.7(a) hereof.
- (b) The consent of a Joint Annuitant other than a Pennsylvania Electric Participant's spouse shall not be required for the election of any Option.
- (c) If a Pennsylvania Electric Participant dies prior to his Benefit Commencement Date, his election of an Option under this Article shall become null and void.
- (d) If the Joint Annuitant designated by the Pennsylvania Electric Participant under the Joint and Survivor Annuity Option dies prior to the Pennsylvania Electric Participant's Benefit Commencement Date, or during the first five (5) years after his Benefit Commencement Date, the election shall become null and void as of the date of the Joint Annuitant's death unless the Pennsylvania Electric Participant designates a new Joint Annuitant within three (3) months after the date of the Joint Annuitant's death and such designation does not conflict with the requirements of subparagraph (g) below. If a new Joint Annuitant so designated is younger than the original Joint Annuitant, the Retirement Income payable to the Pennsylvania Electric Participant after the date of the original Joint Annuitant's death shall be the Retirement Income that would have been payable had the new Joint Annuitant been designated prior to the original Benefit Commencement Date of the Retirement Income.

If the Joint Annuitant designated by the Pennsylvania Electric Participant dies more than five (5) years after the Pennsylvania Electric Participant's Benefit Commencement Date, the Option election made by the Pennsylvania Electric Participant hereunder shall remain in effect and the Pennsylvania Electric Participant's Retirement Income will continue to be paid in the reduced amount.

Except as provided above, a Pennsylvania Electric Participant may name a new Joint Annuitant under the Joint and Survivor Annuity Option only prior to his Benefit Commencement Date and, if applicable, only with the consent of his spouse in accordance with Section A11.12 hereof.

- (e) If, as of a Pennsylvania Electric Participant's Benefit Commencement Date as determined under Section H2.7(a) hereof, his Retirement Income

is payable in the form of the Automatic Joint and Surviving Spouse Annuity Option or the Joint and Survivor Annuity Option with his spouse designated as the Joint Annuitant, and if at any time after such date the Pennsylvania Electric Participant's marriage to such spouse terminates for any reason other than the death of such spouse, his Retirement Income shall continue to be payable pursuant to such Option and the person married to the Pennsylvania Electric Participant at such Benefit Commencement Date shall continue to be covered thereunder as his Joint Annuitant.

- (f) A Pennsylvania Electric Participant may revoke or change an election previously made only by completing and filing a new election form with the Administrator prior to his Benefit Commencement Date. After such Benefit Commencement Date, the Pennsylvania Electric Participant may not revoke or change an election previously made or deemed to have been made by the Pennsylvania Electric Participant.
- (g) A Pennsylvania Electric Participant may not elect a Joint and Survivor Annuity with a Joint Annuitant who is not his spouse unless such elected Joint and Survivor Annuity Option conforms to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations.

H8.5 Small Benefits. If the total amount of the monthly Retirement Income payable under the Pennsylvania Electric Constituent Plan is to be, or, pursuant to an Option becomes, less than One Hundred Twenty Dollars (\$120.00) per year, the Administrator may elect, subject to the consent of the payee, to have payments made in quarterly or other periodic installments, or to have an Actuarial Equivalent lump sum payment made in accordance with Section A11.5.

H8.6 Minimum Reduced Retirement Income. Notwithstanding any provision of the Plan to the contrary, the amount of reduced Retirement Income payable under the 100% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option and the Automatic Joint and Surviving Spouse Annuity Option to a Pennsylvania Electric Participant:

- (a) who is a member of UWUA Local 180 whose employment terminates on or after January 1, 2007 for a reason other than retirement ("UWUA Vestor"); or

- (b) who is a member of IBEW Local 459 who is employed on or after June 1, 2006 (“IBEW Active”);

shall be determined by utilizing the following actuarial factors:

- (c) the mortality table specified in Section A2.2(a)(i) hereof; and
- (d) the rate of interest specified in Section A2.2(b)(i) hereof;

provided, however, that the amount of reduced Retirement Income payable to a UWUA Vestor or an IBEW Active who elects the 100% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option or the Automatic Joint and Surviving Spouse Annuity Option on his date of termination of employment shall not be less than the reduced Retirement Income which would have been payable:

- (e) to such UWUA Vestor under such Option utilizing the actuarial factors in effect as of the day before his date of termination of employment; or
- (f) to such IBEW Active under such Option utilizing the Retirement Income and the actuarial factors in effect as of the day before the later of June 1, 2006 or the date the amendment applying the factors set forth in Sections A2.2(a)(i) and A2.2(b)(i) to all IBEW Actives was actually adopted.



ARTICLE H9  
DEATH BENEFITS

H9.1 Surviving Spouse's Benefit. The surviving spouse of a Pennsylvania Electric Participant who dies prior to his Benefit Commencement Date at a time when the Pennsylvania Electric Participant:

- (a) has satisfied the requirements to receive future Retirement Income under Section H5.1, H5.2 or H5.3; or
- (b) is still in the employ of a Participating Employer or an Affiliate on his date of death and has completed at least five (5) years of Eligibility Service;

shall receive monthly income commencing on either:

- (i) the first day of the calendar month following the month in which the Pennsylvania Electric Participant's death occurred; or
- (ii) the first day of any later month selected by such spouse but not later than the month in which the Pennsylvania Electric Participant would have attained Age sixty-five (65);

and ceasing with the payment due as of the first day of the calendar month in which the surviving spouse dies. The amount of such monthly income shall be equal to fifty percent (50%) of the monthly amount of Basic Annuity which would have been payable pursuant to Section H7.2(a) hereof to the Pennsylvania Electric Participant if he is treated as if he had retired for disability on the last day of the pay period in which his death occurred.

H9.2 Surviving Spouse's Benefit (Terminated Vested Pennsylvania Electric Participants). The surviving spouse of a Pennsylvania Electric Participant who dies after his termination of employment and prior to his Benefit Commencement Date at a time when the Pennsylvania Electric Participant has satisfied the requirements to receive Retirement Income

under Section H5.4 (but not under Sections H5.1, H5.2 or H5.3) shall receive monthly income commencing on either:

- (a) the first day of the calendar month following the month in which the Pennsylvania Electric Participant's death or fifty-fifth (55th) birthday occurred, whichever is later; or
- (b) the first day of any later month selected by such spouse but not later than the month in which the Pennsylvania Electric Participant would have attained Age sixty-five (65);

and ceasing with the payment due as of the first day of the calendar month in which the surviving spouse dies. The amount of such monthly income shall be equal to the monthly income which would have been payable to the spouse had the Pennsylvania Electric Participant:

- (i) elected to have Retirement Income payments (based upon both his Basic Annuity and Additional Annuity, if any) begin on the date as of which monthly income payments to the spouse, as described above, are to begin;
- (ii) elected to be covered by the Automatic Joint and Surviving Spouse Annuity Option; and
- (iii) then died.

H9.3 Death Benefit Payable to Eligible Dependents. If a Pennsylvania Electric Participant dies under the circumstances described in Section H9.1 hereof, is not survived by a spouse eligible for benefits under Section H9.1 hereof, but is survived by one or more Eligible Dependents, as described below, each such dependent shall, regardless of the length of any marriage between the Pennsylvania Electric Participant and any other parent of any such dependent, be eligible to receive a monthly income commencing on the first day of the calendar month following the month in which the Pennsylvania Electric Participant's death occurred and ceasing with the payment due as of the first day of the calendar month in which such surviving dependent ceases to be an Eligible Dependent. The amount of the monthly income payable to

such Eligible Dependent shall be the amount that would have been payable for such month to an eligible surviving spouse of the Pennsylvania Electric Participant under Section H9.1 hereof if the Pennsylvania Electric Participant had been married to an eligible spouse on the date of his death, divided by the number of persons who are the Pennsylvania Electric Participant's surviving Eligible Dependents during such month. "Eligible Dependent" means any natural or adopted child, or step-child, of the Pennsylvania Electric Participant (but not a foster child), for whom the Pennsylvania Electric Participant provided over one-half (1/2) of the child's support during the twelve (12) month period ending on the date of the Pennsylvania Electric Participant's death, who:

- (a) has not yet attained his nineteenth (19th) birthday;
- (b) has not yet attained his twenty-third (23rd) birthday and is enrolled as a full-time student in an accredited school; or
- (c) is incapable of self support due to a physical or mental handicap that began prior to his nineteenth (19th) birthday.

#### H9.4 Pre-Retirement Survivor's Benefit.

- (a) If a Pennsylvania Electric Participant dies under the circumstances described in subparagraphs (i), (ii) and (iii) below and is not survived by a spouse eligible for benefits under Section H9.1 hereof, he has a choice of automatically having his Eligible Dependents covered under the provisions of Section H9.3 hereof or designating a Beneficiary to receive a Pre-Retirement Survivor's Benefit under this Section:
  - (i) he was an Employee or eligible for Retirement Income due to his normal, early or deferred retirement at the time of his death; and
  - (ii) he had completed ten (10) Years of Eligibility Service; and
  - (iii) he dies prior to his Benefit Commencement Date.

The Pre-Retirement Survivor's Benefit shall be monthly income paid to and for the life of such Beneficiary, commencing on the first day of any month between the month after the month in which occurs the Pennsylvania Electric Participant's death and December 31 of the year following the year in which occurs the Pennsylvania Electric Participant's

death, as the Beneficiary selects, provided that if the Pennsylvania Electric Participant had attained his Normal Retirement Date prior to his death, payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the Pennsylvania Electric Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the Pennsylvania Electric Participant's death or the end of the year in which the Pennsylvania Electric Participant dies, if he was past Normal Retirement Date at the time of death. In the event a Beneficiary is designated under this Section, no benefit shall be payable under Section H9.3 hereof. In the event a Beneficiary is not designated under this Section and there is not an Eligible Dependent covered under the provisions of Section H9.3, no benefit shall be payable under this Section or Section H9.3 hereof.

- (b) Subject to the provisions of Section H9.6 hereof, the amount of monthly income payable to a Beneficiary under this Section shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity (determined in accordance with the formula set forth in Section H6.1(a) hereof) to which the deceased Pennsylvania Electric Participant would have been entitled to if the first day of the month following the date of his death had been his Benefit Commencement Date and such Basic Annuity had been paid in the form of a 100% Joint and Survivor Annuity Option (as described in subparagraph (d) below). However, the amount of monthly income payable to the Beneficiary shall be further reduced for commencement prior to the date the Pennsylvania Electric Participant would have attained his Normal Retirement Date in accordance with the early retirement factors set forth in Table 2 to Part H of the Plan; provided, however, that no reduction under this subparagraph (b) will exceed 30%. The birth dates of the Pennsylvania Electric Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with this subparagraph (b) and subparagraph (d) below.
- (c) Beneficiary means only one (1) individual designated by the Pennsylvania Electric Participant and may not include an entity, such as a trust, an estate or any organization, including but not limited to, any charitable organization, to receive the benefit payable under this Section (or the benefit payable under Section H9.5 hereof) upon his death. A Beneficiary designation may be changed or revoked by an unmarried Pennsylvania Electric Participant at any time without the consent of any Beneficiary. A designation, change or revocation of Beneficiary shall be made in the form and manner prescribed by the Administrator and shall become effective when filed with the Administrator; provided, however, such designation, change or revocation of Beneficiary shall not be valid unless the form has

been filed with the Administrator prior to the time of the Pennsylvania Electric Participant's death. If no Beneficiary is designated, no benefit shall be payable under this Section upon the death of such Pennsylvania Electric Participant.

- (d) Payment of a Pennsylvania Electric Participant's Basic Annuity in the form of a 100% Joint and Survivor Annuity Option means reduced Retirement Income payable to the Pennsylvania Electric Participant during his lifetime with the provision that after his death (subsequent to the commencement of such reduced Retirement Income) Retirement Income equal to 100% of his reduced Retirement Income shall continue during the life of and be paid to his Beneficiary. The 100% Joint and Survivor Annuity Option shall be the actuarial equivalent of the Retirement Income which would have been payable to the Pennsylvania Electric Participant under the Single Life Annuity Option. Such actuarial equivalent shall be determined by using the mortality table specified in Section A2.2(a)(i) hereof and the interest rate specified in Section A2.2(b)(i) hereof, or any successor factors under Sections A2.2(a)(i) and A2.2(b)(i) hereof.
- (e) Designation of a Beneficiary to receive a Pre-Retirement Survivor's Benefit under this Section in lieu of a benefit under Section H9.3 hereof shall be an irrevocable election by the Pennsylvania Electric Participant if he is a member of UWUA Local 180.

#### H9.5 Qualified Pre-Retirement Survivor's Benefit.

- (a) If a Pennsylvania Electric Participant dies under the circumstances described in subparagraphs (i), (ii) and (iii) below and is not survived by a spouse eligible for benefits under Section H9.1 hereof, he has a choice of automatically having his Eligible Dependents covered under the provisions of Section H9.3 hereof or designating a Beneficiary to receive a Qualified Pre-Retirement Survivor's Benefit under this Section:
  - (i) he was an Employee at the time of his death; and
  - (ii) he had completed five (5) Years of Eligibility Service but fewer than ten (10) Years of Eligibility Service; and
  - (iii) he dies prior to his Benefit Commencement Date.

The Qualified Pre-Retirement Survivor's Benefit shall be monthly income paid to and for the life of such Beneficiary, commencing on the first day of any month between the month after the month in which occurs the Pennsylvania Electric Participant's death and December 31 of the year following the year in which occurs the Pennsylvania Electric Participant's death, as the Beneficiary selects, provided that if the Pennsylvania Electric Participant had attained his Normal Retirement Date prior to his death,

payments to the Beneficiary shall commence as of the first day of the month following the month in which occurs the Pennsylvania Electric Participant's death. Notwithstanding the foregoing, if the benefit to the Beneficiary shall be payable in a single lump sum payment pursuant to the election of the Beneficiary under any applicable provision of this Plan, payment shall be made no later than December 31 of the end of the year following the year in which occurs the Pennsylvania Electric Participant's death or the end of the year in which the Pennsylvania Electric Participant dies, if he was past Normal Retirement Date at the time of death. In the event a Beneficiary is designated under this Section, no benefit shall be payable under Section H9.3 hereof. In the event a Beneficiary is not designated under this Section and there is not an Eligible Dependent covered under the provisions of Section H9.3, no benefit shall be payable under this Section or Section H9.3 hereof.

- (b) If a Pennsylvania Electric Participant described in subparagraph (a) above dies, subject to the provisions of Section H9.6 hereof, the amount of monthly income payable to his Beneficiary under this Section as a Qualified Pre-Retirement Survivor's Benefit shall be equal to one-twelfth (1/12th) of the annual amount of Basic Annuity (determined in accordance with the formula set forth in Section H6.1(a) hereof) accrued to the Pennsylvania Electric Participant and paid as if the Pennsylvania Electric Participant had elected a 100% Joint and Survivor Annuity Option (as described in Section H9.4(d) hereof). Such amount shall be further reduced by the early retirement factors set forth in Table 1 to Part H of the Plan; provided that if payment commences prior to age fifty-five (55), the amount shall be further reduced in accordance with the actuarial factors set forth in subsections(a)(i) and (b)(i) of Section A2.2 for each month in which benefit payments commence prior to attainment of Age fifty-five (55).
- (c) The birth dates of the Pennsylvania Electric Participant and his Beneficiary shall be used for the purpose of the calculations to be made in accordance with subparagraph (b) above.
- (d) For purposes of this Section, "Beneficiary" shall have the meaning set forth in Section H9.4(c) hereof.
- (e) Designation of a Beneficiary to receive a Qualified Pre-Retirement Survivor's Benefit under this Section in lieu of a benefit under Section H9.3 hereof shall be an irrevocable election by the Pennsylvania Electric Participant if he is a member of UWUA Local 180.

H9.6 Incidental Death Benefit Requirements. Payment of death benefits under this Article must conform to the incidental death benefit requirements of Section 1.401(a)(9)-6 of

the Treasury Regulations. In the event the Beneficiary of a Pennsylvania Electric Participant is a person who is not his spouse and such person's death benefit under Section H9.4 or H9.5 hereof cannot be determined by using the 100% Joint and Survivor Annuity Option since such Option fails to satisfy the requirements of the preceding sentence, the applicable death benefit shall instead be determined as if the Pennsylvania Electric Participant had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted under said Treasury Regulations.

H9.7 Elimination of Charge for Surviving Spouse's Benefit Coverage. For purposes of clarification, no Pennsylvania Electric Participant whose Benefit Commencement Date is on or after the Restatement Date shall have his Retirement Income reduced due to the coverage provided under Section H9.2 hereof.

ARTICLE H10

ADDITIONAL ANNUITY

H10.1 1998 Transfers of Accumulated Payments to Prior Savings Plan. The Accumulated Payments as of June 30, 1998 of each Pennsylvania Electric Participant who was a member of IBEW Local 459 (except Seneca) on June 30, 1998 and did not receive an Additional Annuity as of June 30, 1998 were transferred to the Prior Savings Plan on such date. The Accumulated Payments as of September 30, 1998 of each Pennsylvania Electric Participant who was a member of UWUA Local 180 on September 30, 1998 and did not receive an Additional Annuity as of September 30, 1998 were transferred to the Prior Savings Plan on such date. Each such Pennsylvania Electric Participant with Accumulated Payments so transferred shall be entitled to receive upon reaching Normal Retirement Date an Additional Annuity with respect to such transferred Accumulated Payments in an amount determined in the manner described in Section 7.1(d) of the Pre-1999 Plan as in effect on December 31, 1996.

H10.2 Determination of Additional Annuity. The Additional Annuity to be received annually upon reaching Normal Retirement Date by a Pennsylvania Electric Participant who contributed toward the same shall be:

- (a) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section H6.5 hereof; plus
- (b) any amounts to which he is entitled pursuant to Section H10.1 hereof or in accordance with the provisions of the Pre-1999 Plan as in effect on December 31, 1996 on account of a withdrawal or transfer of Accumulated Payments prior to June 30, 1998 for members of IBEW Local 459 (except Seneca) and September 30, 1998 for members of UWUA Local 180.



**TABLE 1**

**TO**

**PART H**

**EARLY RETIREMENT FACTORS - VESTED TERMINATIONS**

**Simplified Unisex Factors**

Current Age	M O N T H S											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
55	42%	42.25	42.50	42.75	43.00	43.25	43.50	43.75	44.00	44.25	44.50	44.75
56	45	45.33	45.67	46.00	46.33	46.67	47.00	47.33	47.67	48.00	48.33	48.67
57	49	49.33	49.67	50.00	50.33	50.67	51.00	51.33	51.67	52.00	52.33	52.67
58	53	53.42	53.83	54.25	54.67	55.08	55.50	55.92	56.33	56.75	57.17	57.58
59	58	58.42	58.83	59.25	59.67	60.08	60.50	60.92	61.33	61.75	62.17	62.58
60	63	63.50	64.00	64.50	65.00	65.50	66.00	66.50	67.00	67.50	68.00	68.50
61	69	69.50	70.00	70.50	71.00	71.50	72.00	72.50	73.00	73.50	74.00	74.50
62	75	75.58	76.17	76.75	77.33	77.92	78.50	79.08	79.67	80.25	80.83	81.42
63	82	82.75	83.50	84.25	85.00	85.75	86.50	87.25	88.00	88.75	89.50	90.25
64	91	91.75	92.50	93.25	94.00	94.75	95.50	96.25	97.00	97.75	98.50	99.25
65	100%											

**TABLE 2**

**TO**

**PART H**

**EARLY RETIREMENT FACTORS - EARLY RETIREMENT**

**Simplified Unisex Factors**

Current Age	M O N T H S											
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
55	70%	70.41	70.83	71.25	71.66	72.08	72.50	72.92	73.33	73.75	74.17	74.58
56	75	75.41	75.83	76.25	76.66	77.08	77.50	77.92	78.33	78.75	79.17	79.58
57	80	80.34	80.67	81.00	81.34	81.67	82.00	82.34	82.67	83.00	83.33	83.67
58	84	84.34	84.67	85.00	85.34	85.67	86.00	86.34	86.67	87.00	87.33	87.67
59	88	88.34	88.67	89.00	89.34	89.67	90.00	90.34	90.67	91.00	91.33	91.67
60	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
61	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
62	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
63	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
64	100	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
65	100%											