

PART I

METROPOLITAN EDISON COMPANY

BARGAINING UNIT

RETIREMENT PLAN PROVISIONS

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

(Amendment No. 2 to Part I)

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ARTICLE II

NAME AND CONSTITUENT PLAN

I1.1 Name. The name of this part of the Plan is the Metropolitan Edison Company Bargaining Unit Retirement Plan Provisions (sometimes referred to as “Part I”).

I1.2 Constituent Plan. Part I, together with Part A of the Plan, constitute the Metropolitan Edison Company Bargaining Unit Retirement Plan (sometimes referred to as the “Metropolitan Edison Constituent Plan”). The Metropolitan Edison Constituent Plan was originally established as a January 1, 2007 amendment and restatement of the 1999 Local 777 Plan and has been subsequently amended.

ARTICLE I2
DEFINITIONS

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

I2.1 Accrued Benefit. The words “Accrued Benefit” shall mean with respect to a Metropolitan Edison 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 I6.1 hereof; plus
- (b) the Additional Annuity determined as of such date in accordance with Article I10;

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 Metropolitan Edison Participant’s monthly Accrued Benefit under the Metropolitan Edison Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount determined under this Section.

I2.2 Accumulated Payments. The words “Accumulated Payments” shall mean, as of any date on or before June 30, 1997, the sum of:

- (a) a Metropolitan Edison 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.

I2.3 Additional Annuity. The words “Additional Annuity” shall mean the annual amount which may be payable determined in accordance with Section I10.2 hereof. A Metropolitan Edison Participant’s monthly amount of Additional Annuity under the Metropolitan

Edison Constituent Plan shall be equal to one-twelfth (1/12th) of the annual amount of his Additional Annuity.

I2.4 Basic Annuity. The words “Basic Annuity” shall mean the annual amount determined in accordance with the formula set forth in Section I6.1(a) hereof. A Metropolitan Edison Participant’s monthly amount of Basic Annuity under the Metropolitan Edison 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 I6.1(a) hereof.

I2.5 Basic Earnings. The words “Basic Earnings” shall mean the sum of the Earnings received by a Metropolitan Edison 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 Metropolitan Edison Participant received Earnings, whichever is smaller.

I2.6 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 Metropolitan Edison Participant’s Retirement Income is scheduled to commence under Section I6.1, I6.2, I6.3, I6.4 or I7.2 hereof, as applicable; or
- (b) if payment of a Metropolitan Edison 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 I8.2, such later date.

Except as otherwise required by law, if the stock or assets of the business unit by which a Metropolitan Edison Participant is employed are sold or transferred to a person, entity or joint venture which is not an Affiliate of a Participating Employer, such Metropolitan Edison Participant’s Benefit Commencement Date may not occur earlier than the date the Metropolitan

Edison 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.

I2.7 Benefit Service. The words “Benefit Service” shall have the meaning set forth in Article I4 hereof. Prior to January 1, 2007, “Benefit Service” was referred to as “Creditable Service.”

I2.8 Collective Bargaining Agreement. The words “Collective Bargaining Agreement” shall mean the collective bargaining agreement between Metropolitan Edison Company and IBEW Local 777.

I2.9 Contingent Beneficiary. The words “Contingent Beneficiary” shall mean the person designated by a Metropolitan Edison Participant pursuant to Section I8.2 hereof to receive the remaining guaranteed payments under a Period Certain Annuity Option if the Metropolitan Edison Participant dies prior to the expiration of the Selected Period under the Period Certain Annuity Option.

I2.10 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 Metropolitan Edison 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.

I2.11 Earnings. The word “Earnings” shall mean the base wage or salary paid to a Metropolitan Edison 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 Metropolitan Edison Participant (or on or after January 1, 1999, in the case of any generation Employee) who is a member of IBEW Local 777. In addition, if a Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Metropolitan Edison Participant is unable to certify that he has other health coverage.

A Metropolitan Edison 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 I 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 Metropolitan Edison Participant's Earnings overtime pay, reimbursement for expenses, employer contributions to the FirstEnergy Corp. Flexible Benefit Plan, employer contributions to the payment of premiums for life insurance coverage provided to the Metropolitan Edison Participant under any insurance plan, program or other arrangement maintained by any Participating Employer, or any other similar special payments over and above base wage or salary not explicitly included in his Earnings in this Section. In addition, no compensation paid to (or accrued for) a Metropolitan Edison 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) shall be treated as Earnings.

The Metropolitan Edison Constituent Plan shall not take into account the part of a Metropolitan Edison 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).

I2.12 Eligibility Service. The words "Eligibility Service" shall have the meaning set forth in Article I4 hereof. Prior to January 1, 2007, "Eligibility Service" was referred to as "Vesting Service."

I2.13 FirstEnergy. The word "FirstEnergy" shall mean FirstEnergy Corp. and its successor or successors.

I2.14 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 I4.1(c) hereof.

I2.15 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 I4.1(c) hereof.

I2.16 GPUS. The word “GPUS” shall mean GPU Service, Inc., or any successor thereto.

I2.17 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.

I2.18 IBEW Local 777. The words “IBEW Local 777” shall mean the International Brotherhood of Electrical Workers Local 777.

I2.19 Joint Annuitant. The words “Joint Annuitant” shall mean either:

- (a) the spouse to whom a Metropolitan Edison 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 Metropolitan Edison Participant pursuant to Article I8 hereof to receive Retirement Income payments under an Option described in Article I8 on his death.

I2.20 Metropolitan Edison Participant. The words “Metropolitan Edison Participant” shall mean any Employee who became a Metropolitan Edison Participant under the Metropolitan Edison Constituent Plan in accordance with Article I3 hereof. Any person who has

become a Metropolitan Edison Participant in accordance with Article I3 hereof shall remain a Metropolitan Edison Participant until his termination of employment; provided, however, that his status as a Metropolitan Edison Participant or as an Inactive Metropolitan Edison Participant shall be determined under Article I3 hereof.

I2.21 Normal Retirement Age. The words “Normal Retirement Age” shall mean with respect to a Metropolitan Edison 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 Metropolitan Edison Constituent Plan or a Predecessor Plan;

provided, however, that the “Normal Retirement Age” of a Metropolitan Edison 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 May 1, 1988 and between his sixtieth (60th) and sixty-fourth (64th) birthdays, shall be Age sixty-five (65).

I2.22 Normal Retirement Date. The words “Normal Retirement Date” shall mean with respect to a Metropolitan Edison 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).

I2.23 Participating Employer. The words “Participating Employer” shall mean the Company or any Affiliate which has become a Participating Employer under the Metropolitan Edison Constituent Plan pursuant to Article A13 hereof, but only for periods while it is deemed to be a Participating Employer under the Metropolitan Edison Constituent Plan or a Predecessor Plan.

I2.24 Predecessor Plan. The words “Predecessor Plan” shall mean, solely for purposes of this Part I, any one of the following:

- (a) 1999 Local 777 Plan; or
- (b) Pre-1999 Plan.

I2.25 Pre-1999 Plan. The words “Pre-1999 Plan” shall mean the GPU Companies Plan for Retirement Annuities for Employees Represented by IBEW Local 777, also known as the Metropolitan Edison Company Plan for Retirement Annuities, as in effect from time to time prior to January 1, 1999.

I2.26 Prior Savings Plan. The words “Prior Savings Plan” shall mean the GPU Companies Employee Savings Plan for Employees’ represented by IBEW Local 777.

I2.27 Retirement Income. The words “Retirement Income” shall mean the benefit payable under the Metropolitan Edison Constituent Plan in accordance with Articles I5, I6, I7 and I8 hereof. A Metropolitan Edison Participant’s monthly Retirement Income under the Metropolitan Edison Constituent Plan shall be equal to one-twelfth (1/12th) of his annual Retirement Income under the Metropolitan Edison Constituent Plan.

I2.28 Supplemental Additional Annuity. The words “Supplemental Additional Annuity” shall mean the annuity, if any, to which the Metropolitan Edison Participant may be entitled under Section I6.5 hereof.

I2.29 Supplemental Basic Annuity. The words “Supplemental Basic Annuity” shall mean the annuity, if any, to which the Metropolitan Edison Participant may be entitled under Section I6.5 hereof.

ARTICLE I3

ELIGIBILITY AND PARTICIPATION

I3.1 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 Metropolitan Edison Participant under the Metropolitan Edison 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 Metropolitan Edison Participant under the Metropolitan Edison Constituent Plan on or after January 1, 2007.

I3.2 Former Employees. If a former Employee, who was previously a

Metropolitan Edison Participant or a Participant under the Predecessor Plan, is rehired, he shall not become a Metropolitan Edison Participant and shall not accrue any further benefits under the Metropolitan Edison Constituent Plan. If such an Employee is rehired at a time when his prior Eligibility Service under the Metropolitan Edison Constituent Plan is cancelled, he shall not have an accrued benefit under the Metropolitan Edison Constituent Plan.

I3.3 Status of Participant. The status of a Metropolitan Edison Participant shall

be determined as follows:

- (a) He shall be a Metropolitan Edison Participant so long as he is an Employee of a Participating Company covered by the Collective Bargaining Agreement, and shall cease to be a Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participants do not accrue benefits under the Metropolitan Edison Constituent Plan. In addition, any other Employee who is not a Metropolitan Edison Participant but who has an accrued benefit under the Metropolitan Edison Constituent Plan which has not been cancelled shall be considered to be an Inactive Metropolitan Edison Participant.

ARTICLE I4

CREDITING OF SERVICE

I4.1 Benefit Service. A Metropolitan Edison Participant's Benefit Service shall be determined as follows:

- (a) A Metropolitan Edison Participant's Benefit Service shall mean his aggregate number of years of employment with all of the FirstEnergy Companies as a Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison 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 I7 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 Metropolitan Edison 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 I4.1(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 Metropolitan Edison Participant receives (or is deemed to have received) a lump sum distribution in accordance with Section A11.5, A11.6 or I8.5 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 Metropolitan Edison 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.

I4.2 Eligibility Service. A Metropolitan Edison Participant's Eligibility

Service shall be determined as follows:

- (a) A Metropolitan Edison 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 Metropolitan Edison 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 I5.4 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 I4.1(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 I5

ELIGIBILITY FOR RETIREMENT INCOME

I5.1 Normal Retirement. A Metropolitan Edison Participant who retires from employment on his Normal Retirement Date shall be eligible to receive Normal Retirement Income as provided in Section I6.1 hereof, commencing on the first day of the month following his Normal Retirement Date. Subject to adjustment as provided in Article I8 hereof, such Retirement Income shall become nonforfeitable upon the Metropolitan Edison Participant attaining his Normal Retirement Date. The Administrator shall notify the Metropolitan Edison Participant of his eligibility for Retirement Income not less than three (3) months prior to his Normal Retirement Date.

I5.2 Deferred Retirement. A Metropolitan Edison 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 I6.2 hereof. Such a Metropolitan Edison Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. Except as otherwise provided in Section I6.2(a) hereof, no Retirement Income payment will be made under Section I6.2 hereof for any month of employment with any of the FirstEnergy Companies after such notification is provided unless the Metropolitan Edison Participant accumulates less than forty (40) Hours of Service in that month.

I5.3 Early Retirement. A Metropolitan Edison Participant, who continues in the employ of a Participating Employer or an Affiliate until his completion of at least twenty (20) Years of Benefit 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 I6.3 hereof.

I5.4 Terminated Vested Retirement. A Metropolitan Edison 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 I5.1, I5.2, I5.3 or I7.1 hereof) shall be entitled to receive Terminated Vested Retirement Income as provided in Section I6.4 hereof.

ARTICLE I6
RETIREMENT INCOME

I6.1 Normal Retirement Income. Subject to the applicable provisions of Section I6.6 and Article I8 hereof, the annual Retirement Income payable to a Metropolitan Edison Participant who retires as provided in Section I5.1 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 Metropolitan Edison Participant who had at least fifteen (15) years of Benefit Service as of December 31, 1997;
- (b) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof;
- (c) the Additional Annuity, if any, to which he may be entitled in accordance with Section I10.2 hereof; and
- (d) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof.

I6.2 Deferred Retirement Income. Subject to the applicable provisions of Section I6.6 and Article I8 hereof, the annual Retirement Income payable to a Metropolitan Edison Participant, who retires after his Normal Retirement Date as provided in Section I5.2 hereof, shall be the sum of:

- (a) if he contributed toward an Additional Annuity, such Additional Annuity determined in accordance with Section I10.2 hereof, plus the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section I6.5 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 I6.1(a) hereof and the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof, commencing on the first day of the month following his date of actual retirement.

I6.3 Early Retirement Income. A Metropolitan Edison Participant who retires as provided in Section I5.3 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 I6.6 and Article I8 hereof, the amount of such Metropolitan Edison 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 I6.1(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 I6.5 hereof; plus
 - (ii) the Additional Annuity, if any, to which he may be entitled in accordance with Section I10.2 hereof; plus
 - (iii) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof;

multiplied by the applicable percentage from the table in Section I6.4 hereof, based on the number of months his Benefit Commencement Date precedes his Normal Retirement Date.

I6.4 Terminated Vested Retirement Income. Subject to the applicable provisions of Section I6.6 and Article I8 hereof, a Metropolitan Edison Participant who is entitled to Terminated Vested Retirement Income pursuant to Section I5.4 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 I6.1(a) hereof;
- (b) the Supplemental Basic Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof;
- (c) the Additional Annuity, if any, to which he may be entitled in accordance with Section I10.2 hereof; and
- (d) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof

Such Metropolitan Edison 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%
24	79%
36	70%
48	63%
60	56%
72	51%
84	46%
96	41%
108	37%
120	34%

(Interpolate for months not shown.)

I6.5 Supplemental Annuities. For each Metropolitan Edison Participant who was a participant in the Metropolitan Edison Company Executive Pension Plan at December 31, 1969, a determination was made of a supplemental basic annuity (the “Supplemental Basic Annuity”) and, if the Metropolitan Edison 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 I due to a Benefit Commencement Date which is not the first day of the month following the Metropolitan Edison Participant’s Normal Retirement Date or due to a form of payment other than the Single Life Annuity Option.

I6.6 Temporary Increase of Basic Annuity. The Basic Annuity payable under Section I6.1, I6.2, I6.3, I6.4 or I7.2 hereof shall be increased by twenty percent (20%) for the first twelve (12) months during which it is payable.

I6.7 Reemployment/Cessation of Retirement Income. If a Metropolitan Edison 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 Metropolitan Edison Constituent Plan. Any Retirement Income payable upon the Metropolitan Edison 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 Metropolitan Edison Participant shall be provided with the notification described in Department of Labor regulation Section 2530.203-3. Except as

otherwise provided in Section I6.2(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 Metropolitan Edison Participant accumulates less than forty (40) Hours of Service in that month. In accordance with Section I3.2 hereof, a rehired Metropolitan Edison Participant shall not accrue any further benefits under the Metropolitan Edison Constituent Plan. Any future accruals would be under the 2005 FirstEnergy Constituent Plan or the Cash Balance Constituent Plan.

ARTICLE I7

DISABILITY

I7.1 Eligibility for Disability Retirement. A Metropolitan Edison 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.

I7.2 Disability Retirement Income. Subject to the applicable provisions of Section I6.6 and Article I8 hereof, the annual Disability Retirement Income payable to a Metropolitan Edison Participant, who retires as provided in Section I7.1 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 I6.1(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 I6.1(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 I6.5 hereof; plus

- (ii) the Additional Annuity, if any, to which he may be entitled in accordance with Section I10.2 hereof; plus
- (iii) the Supplemental Additional Annuity, if any, to which he may be entitled in accordance with Section I6.5 hereof;

multiplied by either (x) the applicable percentage from the table in Section I6.4 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%).

I7.3 Cessation of Retirement Income and Crediting of Hours of Service. If a Metropolitan Edison Participant who retired in accordance with Section I7.1 hereof returns to employment with any of the FirstEnergy Companies, Retirement Income shall cease in accordance with Section I6.7 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 I8

FORMS OF PAYMENT

I8.1 Normal Forms. The normal forms of payment under the Metropolitan Edison Constituent Plan are as follows:

- (a) Single Life Annuity Option. If a Metropolitan Edison 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 Metropolitan Edison Participant is married and has not elected an optional form of payment described in Section I8.3 hereof in accordance with Section I8.2 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 Metropolitan Edison Participant under the Single Life Annuity Option.

I8.2 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 I8.1 hereof, a Metropolitan Edison Participant may elect to receive his benefit pursuant to an optional form of payment described in Section I8.3 hereof. The Administrator shall, no less than thirty (30) days and no more than ninety (90) days prior to such Metropolitan Edison Participant’s Benefit Commencement Date, provide such Metropolitan Edison Participant with a written explanation of:

- (a) the terms and conditions of the normal forms set forth in Section I8.1 hereof and the optional forms set forth in Section I8.3 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 I8.1 hereof;
- (c) the rights of a married Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison 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 (30th) day after the date on which such explanation is provided.
- (ii) A Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant has the right to at least

thirty (30) days to consider whether to waive the normal form of payment described in Section I8.1 hereof and consent to another form of payment;

- (B) the benefit commences more than seven (7) days after such explanation is received;
- (C) the Metropolitan Edison 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 Metropolitan Edison Participant.

Such election shall be on a form prescribed for the purpose by the Administrator, shall be signed by the Metropolitan Edison Participant, shall designate the Joint Annuitant and the Selected Percentage if he shall have selected a Joint and Survivor Annuity Option or a Joint and Survivor Annuity Option A and shall designate the Contingent Beneficiary and the Selected Period if he shall have selected a Period Certain 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 Metropolitan Edison Participant will be required prior to the payment of benefits under any such Joint and Survivor Annuity Option.

Prior to an Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison Participant shall certify to the Administrator, on a form which the Administrator shall furnish to the Metropolitan Edison Participant, either (i) that the Metropolitan Edison Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section I2.6(a) hereof, or (ii) that the Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison 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 an Metropolitan Edison Participant who has certified therein that the Metropolitan Edison Participant is not married and does not expect to become married prior to his Benefit Commencement Date as determined under Section I2.6(a) hereof.
- (2) The receipt by the Administrator of the completed election form from an Metropolitan Edison Participant who elects not to be covered by a Joint and Survivor Annuity Option, a Joint and Survivor Annuity Option A 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 Metropolitan Edison Participant (i) who elects to be covered by a Joint and Survivor Annuity Option or a Joint and Survivor Annuity Option A, or (ii) who has been deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option.

If a Metropolitan Edison 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 Metropolitan Edison Participant's spouse consents to the Metropolitan Edison Participant's

election within the 90-day Election Period in accordance with Section A11.12 hereof. The consent of a Metropolitan Edison Participant's spouse to any such election shall be irrevocable.

18.3 Optional Forms of Payment. The optional forms of payment under the Metropolitan Edison Constituent Plan are as follows:

- (a) Single Life Annuity Option. A Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant (the "Selected Percentage"), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that the Metropolitan Edison Participant shall have designated pursuant to Section 18.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated dies before the Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison 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 during the first five (5) years after the Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison 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 the Metropolitan Edison 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 the Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison Participant's election hereunder shall remain in effect and the Metropolitan Edison 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 Metropolitan Edison Participant under the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).
- (c) Joint and Survivor Annuity Option A. A Metropolitan Edison 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 the Metropolitan Edison Participant (the "Selected Percentage"), of his reduced Retirement Income shall continue during the life of and be paid to the Joint Annuitant that the Metropolitan Edison Participant shall have designated pursuant to Section I8.2 hereof, if such Joint Annuitant survives him. If the Joint Annuitant so designated dies before the Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison 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 the Metropolitan Edison Participant's Benefit Commencement Date, the Metropolitan Edison 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 the Metropolitan Edison Participant under the Single Life Annuity Option (without regard to any adjustment under subparagraph (e) below).

- (d) Period Certain Annuity Option. A Metropolitan Edison Participant may elect to receive reduced Retirement Income payable to him during his lifetime with the provision that in the event he shall die (subsequent to the commencement of such reduced Retirement Income) before he shall have received Retirement Income payments for a period of 60, 120 or 180 months, as selected by the Metropolitan Edison Participant (the "Selected Period"), after his death Retirement Income equal to 100% of his reduced Retirement Income shall continue for the remainder of the Selected Period to the Contingent Beneficiary he shall have designated pursuant to Section I8.2 hereof; provided, however, that following the death of such Contingent Beneficiary, the lump sum Actuarial Equivalent 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 Income which would have been payable to the Metropolitan Edison Participant under the Single Life Annuity Option.
- (e) Level Income Option. A Metropolitan Edison 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 a Joint and Survivor Annuity Option A, whose Retirement Income is payable under Article I5 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, 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 Metropolitan Edison Participant is entitled to Retirement Income in accordance with Section I5.3 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 Metropolitan Edison Participant who has elected or is deemed to have elected the Automatic Joint and Surviving Spouse Annuity Option, a Joint and Survivor Annuity Option, or a Joint and Survivor Annuity Option A, his Joint Annuitant under such Option shall receive the Retirement Income which would have been payable had this Level Income Option not been elected.

18.4 Additional Rules and Requirements. The following rules and requirements apply to the election of any Option under this Article 18.

- (a) An Option shall become effective as of a Metropolitan Edison Participant's Benefit Commencement Date as determined under Section I2.6(a) hereof.
- (b) The consent of a Joint Annuitant or Contingent Beneficiary other than a Metropolitan Edison Participant's spouse shall not be required for the election of any Option.
- (c) If a Metropolitan Edison Participant dies prior to his Benefit Commencement Date, his election of an Option under this Article shall become null and void.
- (d) If a new Joint Annuitant designated pursuant to a Joint and Survivor Annuity Option or a Joint and Survivor Annuity Option A after the death of the original Joint Annuitant is younger than the original Joint Annuitant, the Retirement Income payable to the Metropolitan Edison 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.

Except as specifically provided under the Option elected, a Metropolitan Edison Participant may name a new Joint Annuitant under such 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 Metropolitan Edison Participant's Benefit Commencement Date as determined under Section I2.6(a) hereof, his Retirement Income is payable in the form of the Automatic Joint and Surviving Spouse Annuity Option, the Joint and Survivor Annuity Option or the Joint and Survivor Annuity Option A with his spouse designated as the Joint Annuitant, and if at any time after such date the Metropolitan Edison 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 Metropolitan Edison Participant at such Benefit Commencement Date shall continue to be covered thereunder as his Joint Annuitant.
- (f) A Metropolitan Edison 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 Metropolitan Edison Participant may

not revoke or change an election previously made or deemed to have been made by the Metropolitan Edison Participant.

- (g) A Metropolitan Edison Participant may not designate a Joint Annuitant who is not his spouse unless such elected Joint and Survivor Annuity Option or Joint and Survivor Annuity Option A conforms to the incidental death benefit requirements of Section 1.401(a)(9)-6 of the Treasury Regulations.
- (h) If a Metropolitan Edison Participant is receiving Retirement Income pursuant to a Period Certain Annuity Option described in Section 18.3(d) hereof and his Contingent Beneficiary dies, he may designate a successor Contingent Beneficiary. If such Metropolitan Edison Participant dies before designating a successor Contingent Beneficiary, his Contingent Beneficiary shall be deemed to be his surviving spouse, or if there is no surviving spouse, his estate.

18.5 Small Benefits. If the total amount of the monthly Retirement Income payable under the Metropolitan Edison 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.

18.6 Minimum Reduced Retirement Income. Notwithstanding any provision of the Plan to the contrary, the amount of reduced Retirement Income payable to a Metropolitan Edison Participant who elects the 100% Joint and Survivor Annuity Option, the 75% Joint and Survivor Annuity Option, the 50% Joint and Survivor Annuity Option or the Automatic Joint and Surviving Spouse Annuity Option shall not be less than the reduced Retirement Income which would have been payable to such Metropolitan Edison Participant under such Option on December 29, 2009 utilizing the actuarial factors in effect on August 31, 2009.

ARTICLE I9
DEATH BENEFITS

I9.1 Surviving Spouse's Benefit. The surviving spouse of a Metropolitan Edison Participant who dies prior to his Benefit Commencement Date at a time when the Metropolitan Edison Participant:

- (a) has satisfied the requirements to receive future Retirement Income under Section I5.1, I5.2 or I5.3; 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 Metropolitan Edison 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 Metropolitan Edison 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 I7.2(a) hereof to the Metropolitan Edison 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.

I9.2 Surviving Spouse's Benefit (Terminated Vested Metropolitan Edison Participants). The surviving spouse of a Metropolitan Edison Participant who dies after his termination of employment and prior to his Benefit Commencement Date at a time when the Metropolitan Edison Participant has satisfied the requirements to receive Retirement Income

under Section I5.4 (but not under Sections I5.1, I5.2 or I5.3) shall receive monthly income commencing on either:

- (a) the first day of the calendar month following the month in which the Metropolitan Edison 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 Metropolitan Edison Participant would have attained Age 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 Metropolitan Edison 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.

I9.3 Death Benefit Payable to Eligible Dependents. If a Metropolitan Edison Participant dies under the circumstances described in Section I9.1 hereof, is not survived by a spouse eligible for benefits under Section I9.1 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 Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant under Section I9.1 hereof if the Metropolitan Edison Participant had been married to an eligible spouse on the date of his death, divided by the number of persons who are the Metropolitan Edison Participant's surviving Eligible Dependents during such month. "Eligible Dependent" means any natural or adopted child, or step-child, of the Metropolitan Edison Participant (but not a foster child), for whom the Metropolitan Edison Participant provided over one-half (1/2) of the child's support during the twelve (12) month period ending on the date of the Metropolitan Edison 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.

I9.4 Pre-Retirement Survivor's Benefit.

- (a) If a Metropolitan Edison 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 I9.1 hereof, he has a choice of automatically having his Eligible Dependents covered under the provisions of Section I9.3 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 Metropolitan Edison Participant's death and December 31 of the year following the year in which occurs the Metropolitan Edison's Participant's

death, as the Beneficiary selects, provided that if the Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant's death or the end of the year in which the Metropolitan Edison 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 I9.3 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 I9.3, no benefit shall be payable under this Section or Section I9.3 hereof.

- (b) Subject to the provisions of Section I9.6 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 I6.1(a) hereof) to which the deceased Metropolitan Edison 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 Metropolitan Edison Participant would have attained his Normal Retirement Date in accordance with the early retirement factors set forth in Table 2 to Part I of the Plan; provided, however, that no reduction under this subparagraph (b) will exceed 30%. The birth dates of the Metropolitan Edison 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 Metropolitan Edison 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 I9.5 hereof) upon his death. A Beneficiary designation may be changed or revoked by an unmarried Metropolitan Edison 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 Metropolitan Edison Participant's death. If no Beneficiary is designated, no benefit shall be payable under this Section upon the death of such Metropolitan Edison Participant.

- (d) Payment of a Metropolitan Edison Participant's Basic Annuity in the form of a 100% Joint and Survivor Annuity Option means reduced Retirement Income payable to the Metropolitan Edison 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 Metropolitan Edison Participant under the Single Life Annuity Option.

19.5 Qualified Pre-Retirement Survivor's Benefit.

- (a) If a Metropolitan Edison 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 19.1 hereof, he has a choice of automatically having his Eligible Dependents covered under the provisions of Section 19.3 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 Metropolitan Edison Participant's death and December 31 of the year following the year in which occurs the Metropolitan Edison Participant's death, as the Beneficiary selects, provided that if the Metropolitan Edison 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 Metropolitan Edison 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 Metropolitan Edison Participant's death or the end of the year in which the Metropolitan Edison 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 9.3 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 9.3, no benefit shall be payable under this Section or Section 9.3 hereof.

- (b) If an Metropolitan Edison Participant described in subparagraph (a) above dies, subject to the provisions of Section 9.6 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 6.1(a) hereof) accrued to the Metropolitan Edison Participant and paid as if the Metropolitan Edison Participant had elected a 100% Joint and Survivor Annuity Option (as described in Section 9.4(d) hereof). Such amount shall be further reduced by the early retirement factors set forth in Table 1 to Part I 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 Metropolitan Edison 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 9.4(c) hereof.

9.6 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 Metropolitan Edison Participant is a person who is not his spouse and such person's death benefit under Section 9.4 or 9.5 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 Metropolitan Edison Participant had elected the maximum Joint and Survivor Annuity Option (75% or 50%) permitted under said Treasury Regulations.

I9.7 Elimination of Charge for Surviving Spouse's Benefit Coverage. For purposes of clarification, no Metropolitan Edison 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 I9.2 hereof.

ARTICLE I10
ADDITIONAL ANNUITY

I10.1 1998 Transfers of Accumulated Payments to Prior Savings Plan. The Accumulated Payments as of June 30, 1997 of each Metropolitan Edison Participant who was not receiving an Additional Annuity as of June 30, 1997 were transferred to the Prior Savings Plan on such date. Each such Metropolitan Edison 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.

I10.2 Determination of Additional Annuity. The Additional Annuity to be received annually upon reaching Normal Retirement Date by a Metropolitan Edison 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 I6.5 hereof; plus
- (b) any amounts to which he is entitled pursuant to Section I10.1 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, 1997.

TABLE 1

TO

PART I

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 I

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%											