SUPPLEMENT F

SUPPLEMENT TO
1999 FIRSTENERGY CORP. PENSION PLAN
RELATING TO
NON-BARGAINING UNIT EMPLOYEES
PREVIOUSLY COVERED UNDER THE GPU PLAN

This Supplement hereby sets forth certain provisions of the 1999 FirstEnergy Corp. Pension Plan (the "1999 FirstEnergy Constituent Plan") which shall apply solely to the Covered Vested Employees, the Covered Non-Vested Employees or the Covered Rehired Employees (all as hereinafter defined) or to a specified group of such Covered Vested Employees, Covered Non-Vested Employees and Covered Rehired Employees.

ARTICLE SF1

SUPPLEMENT DEFINITIONS

Unless the context otherwise indicates, the following terms used herein shall have the following meanings whenever used in this Supplement (including in specific Sections of the 1999 FirstEnergy Constituent Plan which are modified by this Supplement) and, to the extent that an identical term is defined in the 1999 FirstEnergy Constituent Plan or the Plan, the term as defined in this Supplement shall supersede the term as defined in the 1999 FirstEnergy Constituent Plan or the Plan with respect to any Covered Vested Employee, Covered Non-Vested Employee or Covered Rehired Employee:

SF1.1 Covered Non-Vested Employee. The words "Covered Non-Vested Employee" shall mean any person, other than a Bargaining Unit Employee, who:

(a) became a participant in the 1999/2005 FirstEnergy Plan on January 1, 2003 as a result of the merger of the GPU Plan into the 1999/2005 FirstEnergy Plan; and

(b) was a participant under the GPU Plan on December 31, 2002 but was not entitled to a vested deferred benefit under the GPU Plan.

SF1.2 Covered Rehired Employee. The words "Covered Rehired Employee" shall mean any person, other than a person who was a Bargaining Unit Employee at the time of his termination of employment, who:

(a) became a participant in the 1999/2005 FirstEnergy Plan after January 1, 2003 and prior to January 1, 2007; and

(b) was a participant in the GPU Plan prior to January 1, 2003 and was entitled to a vested deferred benefit under the GPU Plan at the time of his termination of employment.

SF1.3 Covered Vested Employee. The words "Covered Vested Employee" shall mean any person, other than a Bargaining Unit Employee, who:

(a) became a participant in the 1999/2005 FirstEnergy Plan on January 1, 2003 as a result of the merger of the GPU Plan into the 1999/2005 FirstEnergy Plan; and

(b) was a participant under the GPU Plan on December 31, 2002 and was entitled to a vested deferred benefit under the GPU Plan.

SF1.4 Frozen GPU Accrued Pension. The words "Frozen GPU Accrued Pension" shall mean for a Covered Vested Employee or a Covered Non-Vested Employee, as of any determination date, the monthly amount of his accrued pension under the GPU Plan computed as of December 31, 2002 (taking into account any remaining residual benefit attributable to employee contributions).

SF1.5 Frozen GPU Benefit. The words "Frozen GPU Benefit" shall mean for a Covered Vested Employee, a Covered Non-Vested Employee who becomes vested under the 1999 FirstEnergy Constituent Plan or the Beneficiary of such a Covered Vested Employee or Covered Non-Vested Employee, the benefit attributable to such Covered Vested Employee's or Covered Non-Vested Employee's Frozen GPU Accrued Pension as determined and adjusted, if

applicable, under the terms of the GPU Plan as in effect on December 31, 2002, which benefit determination shall take into account the rights and features and actuarial factors set forth in the GPU Plan as in effect on December 31, 2002.

SF1.6 GPU Plan. The words "GPU Plan" shall mean the GPU Companies Employee Pension Plan as in effect for periods prior to January 1, 2003, whether as a separate plan or a component of the 1999/2005 FirstEnergy Plan, and shall be deemed to include any plans merged into it prior to January 1, 2003.

ARTICLE SF2

EARNINGS

SF2.1 Section B2.3 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Vested Employee and each Covered Non-Vested Employee:

"B2.3 Base Earnings. The words 'Base Earnings' shall mean, for any specified period commencing on or after January 1, 2003, the salary or wages paid by a Participating Employer to an Eligible Employee within such a specified period before deductions for income and employment taxes and other payroll withholding. Base Earnings for such a specified period shall include all of the following:

(a) any authorized deferred allotment pursuant to a cash or deferred profit sharing plan maintained by a Participating Employer meeting the requirements of Section 401(k) of the Code;

(b) amounts which are contributed by a Participating Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Eligible Employee under Section 125, 132(f)(4) or 402(e)(3) of the Code, including amounts not available to an Eligible Employee in lieu of group health plan coverage and deemed to be contributions under Section 125 of the Code because the Eligible Employee is unable to certify that he has other health coverage;

(c) amounts imputed to an Eligible Employee pursuant to a collectively bargained agreement while on leave from a Participating Employer to work for the collective bargaining agent;

(d) amounts received or deemed to be received by an Eligible Employee during a period of Military Service as described in Section B2.19 hereof;

(e) payments made by a Participating Employer to an Eligible Employee or former Eligible Employee for such specified period in accordance with Workers' Compensation as temporary total disability compensation or as partial disability compensation paid as compensation for a loss of or reduction in Base Earnings, provided that the aggregate Base Earnings taken into account for the period of such payments may not exceed the Base Earnings, as determined by a Participating Employer, that the Eligible Employee would have received had he not been injured;

(f) shift differentials paid for duties performed by the Eligible Employee while on his regular work schedule;

(g) any premiums paid for duties performed during the Eligible Employee's regular work schedule on a holiday recognized by a Participating Employer;

(h) any premiums paid for duties performed during the Eligible Employee's regular work schedule as a result of his not being timely notified of a schedule change in accordance with a collective bargaining agreement or local practice; and

(i) any base compensation payable after December 31, 2004, but deferred under any non-qualified plan.

In addition, an Eligible Employee will be deemed to have received Base Earnings at his full regular rate during any period in which he receives payments under a long-term disability plan maintained by a Participating Employer or as a result of any compulsory disability income benefit or law.

Base Earnings shall exclude overtime pay (provided that after May 31, 2003, to the extent an Eligible Employee, including for this purpose an Eligible Employee who terminated employment or retired prior to January 1, 2013, has been paid overtime pay for any or all hours worked in a normal pay period, a portion of the overtime pay shall be

included as Base Earnings to the extent it is payment for the Eligible Employee's regular full-time or part-time pay during such normal pay period in an amount equal to his regular straight-time rate of pay for such pay period and the remaining portion of the Eligible Employee's overtime pay shall be excluded from Base Earnings), any annual incentive, long-term or sales awards, any other special or additional remuneration such as reimbursements or other expense allowances, fringe benefits (cash or non cash), moving expenses, welfare benefits, employer contributions to the FirstEnergy Corp. Flexible Benefit Plan, and any amount paid to the Eligible Employee in lieu of vacation entitlement at the time he terminates his employment for any reason.

For any specified period commencing on or after January 1, 1984 and ending prior to January 1, 2003, Base Earnings shall mean the base wage or salary of an Eligible Employee, paid (and not deferred) by any of the GPU Companies (as defined under the GPU Plan as Earnings, but excluding Incentive Compensation) in cash or its equivalent, before any reduction elected in accordance with a 'cafeteria' plan, a 'cash or deferred arrangement' or, effective January 1, 2001, a 'qualified transportation fringe plan, pursuant to Section 125, 401(k) or 132(f)(4) of the Code, including, effective January 1, 1998, amounts not available to an Employee in lieu of group health plan coverage and deemed to be contributions under section 125 of the Code because the Eligible Employee is unable to certify that he has other health coverage. In addition, an Eligible Employee was deemed to have received Base Earnings (as defined under the GPU Plan as Earnings) at his full regular rate (including awards at the target amount rate under an applicable Incentive Compensation Plan) during any period in which he received payments directly from any of the GPU Companies under a long-term disability plan maintained by the

GPU Companies or as a result of any compulsory disability income benefit or law. Base Earnings for such specified period shall be calculated under the terms of the GPU Plan (as defined in Supplement F) as in effect for any such specified period and utilized to determine a portion of his 'Earnings' under the GPU Plan. Base Earnings for periods prior to January 1, 2003 shall be frozen at the levels in effect on December 31, 2002 and shall not thereafter increase.

In addition, Base Earnings shall be subject to the Compensation Limit."

SF2.2 Section B2.8 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Vested Employee and each Covered Non-Vested Employee:

"B2.8 Credited Career Earnings. The words 'Credited Career Earnings' shall mean for an Eligible Employee his Earnings after his date of hire; provided, however, that any Earnings for periods prior to January 1, 1984 shall be excluded. Credited Career Earnings shall be subject to the Compensation Limit."

SF2.3 Section B2.12 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Vested Employee and each Covered Non-Vested Employee:

"B2.12 Earnings. The word 'Earnings' shall mean the Base Earnings plus the following amounts which are paid (or deferred as described in subparagraph (c) below) by a Participating Employer to an Eligible Employee within any specified period commencing on or after the January 1, 2003:

(a) overtime pay (to the extent not already included in Base Earnings under Section B2.3 hereof);

(b) bonuses paid based upon achieving specified skills or performance goals pursuant to a formal bonus program established by a Participating Employer with general application to a classification of Eligible Employees;

(c) annual incentives or cash sales incentive awards paid prior to a termination of Service and annual incentives that were earned and vested after December 31, 2004, but deferred under any non-qualified plan;

(d) sales commissions;

(e) lump sum merit awards; and

(f) amounts paid in lieu of vacation entitlement at the time an Eligible Employee terminates employment.

Earnings shall not include any other special or additional remuneration and reimbursements, including but not limited to long-term incentives, stock options, stock awards, phantom stock awards, ad hoc awards or bonuses, meal allowances or other expense allowances, fringe benefits (cash and noncash), severance pay, safety, suggestion or attendance awards, recruiting or retention bonuses, moving expenses, welfare benefits and employer contributions to the FirstEnergy Corp. Flexible Benefit Plan.

For any specified period commencing on or after January 1, 1984 and ending prior to January 1, 2003, Earnings for a Covered Vested Employee or a Covered Non-Vested Employee (both as defined in Supplement F) shall mean the 'Earnings' as defined and calculated under the terms of the GPU Plan (as defined in Supplement F) as in effect for any such specified period and utilized to determine his 'Basic Earnings' under the GPU Plan. Earnings for periods prior to January 1, 2003 shall be frozen at the levels in effect on December 31, 2002, shall not include any 2003 bonus payments and shall not thereafter increase.

Earnings shall be subject to the Compensation Limit."

SF2.4 Section B2.16 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows with respect to each Covered Vested Employee and each Covered Non-Vested Employee:

"B2.16 Highest Average Monthly Base Earnings. The words 'Highest Average Monthly Base Earnings' shall mean the monthly Base Earnings of a 1999 FE Participant averaged over the 1999 FE Participant's forty-eight (48) consecutive months of Service with one or more Participating Employers during the last one hundred twenty (120) months of Service which results in the highest average. Except for months in which Base Earnings are imputed to an Eligible Employee pursuant to a collectively bargained agreement or as a result of Military Service as provided in Sections B2.3(c) and B2.3(d) hereof, any full month during which an Eligible Employee is on approved leave and has no Base Earnings shall not be counted in the forty-eight (48) months used in this calculation. If a 1999 FE Participant has fewer than forty-eight (48) months of Service for one or more Participating Employers, then the 1999 FE Participant's Highest Average Monthly Base Earnings shall be determined by averaging, on a monthly basis, his Base Earnings during his entire service; provided, however, effective January 1, 2014, months during which he has no Base Earnings shall not be included in determining Highest Average Monthly Base Earnings. For a period prior to January 1, 2003, a Covered Vested Employee or a Covered Non-Vested Employee (both as defined in Supplement F) will be deemed to have Service with a Participating Employer if 'Earnings' were being taken into account for such period under the GPU Plan (as defined in Supplement F)."

ARTICLE SF3

PAST SERVICE

SF3.1 Years of Past Benefit Service. The words "Years of Past Benefit Service" shall mean:

(a) for a Covered Vested Employee and a Covered Non-Vested Employee the aggregate number of years, months and days of "Creditable Service" credited to him as of December 31, 2002, computed for such purposes under the terms of the GPU Plan in effect on December 31, 2002; and

(b) for a Covered Rehired Employee, the following:

(i) solely with respect to calculating Years of Eligibility Service under the 1999 FirstEnergy Constituent Plan for periods prior to January 1, 2003, the aggregate number of years, months and days of "Creditable Service" credited to him as of December 31, 2002, computed for such purposes under the terms of the GPU Plan in effect on the earlier of his termination of employment or December 31, 2002; and

(ii) in all other situations, zero (0) years.

Prior to January 1, 2007, "Years of Past Benefit Service" were referred to as "Years of Credited Past Service."

ARTICLE SF4

RETIREMENT INCOME OR VESTED PENSION

SF4.1 Section B6.1 of the 1999 FirstEnergy Constituent Plan shall be modified to read as follows solely with respect to each Covered Vested Employee:

"B6.1 Normal Retirement Income. Subject to the applicable provisions of Article B8 hereof and except as otherwise provided in Section B6.9 hereof, the amount of monthly Retirement Income, payable to a 1999 FE Participant commencing on his Normal Retirement Date, shall be the greatest of the amount determined under subparagraph (a), (b) or (c) below, as follows:

(a) [Provisions as they appear in Section B6.1(a) of the 1999 FirstEnergy Constituent Plan.]

(b) [Provisions as they appear in Section B6.1(b) of the 1999 FirstEnergy Constituent Plan.]

(c) GPU Transition Formula. An amount equal to the sum of:

(i) the 1999 FE Participant's Frozen GPU Accrued Pension (as defined in Supplement F); plus

(ii) one-twelfth (1/12th) of 2.125% of his Credited Career Earnings for each Plan Year commencing on or after January 1, 2003."

SF4.2 Article B6 of the 1999 FirstEnergy Constituent Plan shall be modified by the addition immediately following Section B6.8 of a new Section B6.9 to read as follows with respect to each Covered Vested Employee and each Covered Non-Vested Employee who becomes vested under the 1999 FirstEnergy Constituent Plan:

"B6.9 Payment of Frozen GPU Benefit In Lieu of Benefits Accrued Under the 1999 FirstEnergy Constituent Plan. Notwithstanding anything contained in the 1999 FirstEnergy Constituent Plan or Supplement F to the 1999 FirstEnergy Constituent Plan to the contrary, the benefit payable under the 1999 FirstEnergy Constituent Plan or Supplement F to a Covered Non-Vested Employee (as defined in Supplement F) who becomes vested under the 1999 FirstEnergy Constituent Plan or the Beneficiary of such a Covered Non-Vested Employee shall not be less than the Frozen GPU Benefit for such Covered Non-Vested Participant or such Beneficiary. A Covered Vested Employee or the Beneficiary of a Covered Vested Employee may elect to receive either the Frozen GPU Benefit or any other benefit payable under the 1999 FirstEnergy Constituent Plan in full payment of the benefits owed to such Covered Vested Employee or Beneficiary under the 1999 FirstEnergy Constituent Plan. For purposes of determining entitlement to

a benefit under the provisions of the GPU Plan (as defined in Supplement F) as in effect on December 31, 2002, all service (including service after December 31, 2002) with the Company and its Affiliates will be taken into account.

ARTICLE SF5

MISCELLANEOUS

SF5.1 Sections B4.1, B4.3 and B4.6 of the 1999 FirstEnergy Constituent Plan shall be modified with respect to each Covered Vested Employee, each Covered Non-Vested Employee and each Covered Rehired Employee by the deletion of the words "the Effective Coverage Date" and the substitution in lieu thereof of the date "January 1, 2003."

SF5.2 Except as provided below, the 1999 FirstEnergy Constituent Plan, including this Supplement F, shall not affect the amount or method of distribution of the vested benefit of a Covered Rehired Employee or the Beneficiary of a Covered Rehired Employee under the GPU Plan. Such amount and method of distribution shall be determined in accordance with the terms and provisions of the GPU Plan in effect on the date the Covered Rehired Employee terminated employment under the GPU Plan; provided, however, that such Covered Rehired Employee's Creditable Service shall be calculated on the date of his termination of employment under the 1999 FirstEnergy Constituent Plan solely for the purpose of determining his entitlement to an early retirement benefit under the GPU Plan. Subject to the foregoing, such vested benefit shall be payable under the 1999 FirstEnergy Constituent Plan in accordance with its terms.

SF5.3 Elimination of Charge for Surviving Spouse's Benefit Coverage. For purposes of clarification, no Covered Rehired Employee or Covered Vested Employee whose Benefit Commencement Date is on or after January 1, 2015 shall have his Retirement Income

reduced due to any coverage provided under Article B9 hereof provided in the event of the death of the Participant after he has satisfied the requirements to receive future retirement benefits under this Supplement F and prior to his Benefit Commencement Date.

ARTICLE SF6

POST RETIREMENT MEDICAL BENEFITS

SF6.1 Applicability. The provisions of this Article shall apply to each Covered Vested Employee, Covered Non-Vested Employee and Covered Rehired Employee:

(a) who retires on or after January 1, 2003 and who, as of the date of his retirement, is entitled to receive Retirement Income under Section B5.1, B5.2, B5.3 or B7.1 hereof (or corresponding sections in the 1999/2005 FirstEnergy Plan); and

(b) who was not, at any time prior to the date of his retirement, a "key employee," as described in Section A7.2(b) hereof.

Any Covered Vested Employee, Covered Non-Vested Employee or Covered Rehired Employee who has met each of the foregoing requirements at the date on which he retires is referred to hereinafter as an "Eligible Retiree." In addition, for purposes of this Article, a "Surviving Spouse" and the "Eligible Dependent" shall mean the persons, as related to an Eligible Retiree, specified in the definition of such terms or similar terms contained in the health care plan of the Company or any Affiliate in which the Eligible Retiree participates (the "Health Care Plan").

SF6.2 Medical Benefits. Subject to the limitation set forth in Section SF6.5 hereof, for each Plan Year commencing on or after January 1, 2003 during which any medical benefit coverage is in effect for an Eligible Retiree, Surviving Spouse or Eligible Dependent under the Health Care Plan, the Plan will provide such person, through insurance or otherwise, with the excess (if any) of:

(a) the medical benefits that would have been provided under the Health Care Plan to such person in accordance with the terms and conditions of the benefit coverage in effect for such person during such year were it not for the limitation on benefits set forth in the Health Care Plan; over

(b) the medical benefits that were provided to such person under the Health Care Plan during such Plan Year.

For these purposes, unless the context clearly requires otherwise, all of the terms and conditions of the Health Care Plan (including any appendix thereto, and any contracts between the Company or any Affiliate and the applicable insurance company or health care service provider or between the Company or any Affiliate and any Health Maintenance Organization that are in effect as of any date of reference under the Health Care Plan) are hereby incorporated herein by reference, including, without limitation of the foregoing, all the terms and conditions describing the specific hospital, surgical and medical expenses covered, the amounts payable with respect to covered expenses, the exclusions, conditions and limitations pertaining to the payment of covered benefits (other than the limitation on benefits set forth in the Health Care Plan), and the procedures for claiming benefits.

SF6.3 Contributions. Each Eligible Retiree and Surviving Spouse shall make contributions toward the cost of his medical benefit coverage hereunder, in such amounts, and at such times as the Company or a Participating Employer may from time to time determine in its discretion. For each Plan Year, the Company or a Participating Employer shall contribute to the Plan such amounts as may be necessary to meet the total cost of the medical benefits provided under this Article (less the portion of such cost to be met by Eligible Retirees' and Surviving Spouses' contributions), as determined under any generally accepted actuarial method that is reasonable in view of the provisions and coverage of this Article, the funding medium, and other applicable considerations.

Notwithstanding the foregoing, contributions made pursuant to this Article shall be subject to the following limitations:

(a) No amount shall be contributed if the contribution of such amount would cause the sum of:

(i) the aggregate amount of contributions made pursuant to this Article (or a predecessor Article or Section) after January 1, 1987; and

(ii) the contributions, if any, made after that date under the Plan, the GPU Plan or a predecessor plan to provide life insurance protection as defined in Section 1.401-14(c)(1)(i) of the Federal Income Tax Regulations; to exceed

(iii) twenty-five percent (25%) of the aggregate cost (or, in the case of amounts contributed after October 3, 1989, twenty-five percent (25%) of the aggregate contributions made) after January 1, 1987, to fund all benefits provided under the Plan, the GPU Plan or a predecessor plan, other than contributions so made to fund past service credits.

(b) No contribution shall be made by the Company or a Participating Employer hereunder for any Plan Year in excess of the amount for which a deduction is allowable for such Plan Year under Section 404 of the Code.

(c) The Company or a Participating Employer shall not be required to make any contribution under this Article after the date as of which the provisions of this Article are terminated pursuant to Section SF6.9, except to fund benefits payable hereunder with respect to medical expenses incurred by Eligible Retirees or their Dependents prior to the date of such termination.

SF6.4 Accounting for Contributions. All contributions under this Article shall be made in the form of payments to the Trustee. Any payments so made by the Company or a Participating Employer shall be accompanied by a written statement specifically designating such payments as contributions to fund the medical benefits provided under this Article.

A separate account (the "Medical Benefits Account") is maintained hereunder to account for all contributions made under this Article (or a predecessor Article or Section). The

Medical Benefits Account shall be maintained for record keeping purposes only. Amounts in the Medical Benefits Account need not be invested separately from other Plan assets. However, if amounts in the Medical Benefits Account are invested, on a. commingled basis, with other Plan assets, there shall be allocated to the Medical Benefits Account that portion of the total income or loss attributable to the investment of all Plan assets which the total amount in the Medical Benefits Account bears to the total value of all Plan assets.

SF6.5 Limitation on Medical Benefits. Notwithstanding any other provision herein, the total amount of medical benefits that may be provided under this Article shall not exceed the amount of such benefits that can be provided or purchased with the funds in the Medical Benefits Account. The Medical Benefits Account shall be the sole source of payment of the medical benefits provided hereunder, and in no event shall the Company or the Participating Employers be liable to any Employee or to any other individual for the payment of such benefits.

To the extent necessary to comply with the foregoing limitations, medical benefits otherwise required to be provided under Section SF6.2 hereof shall be reduced in such manner as the Administrator, in its sole discretion, shall determine; provided, however, that any such reduction shall be made in a uniform and nondiscriminatory manner.

SF6.6 Forfeitures. No Employee, Eligible Retiree, Surviving Spouse or Eligible Dependent shall have, as of any date, whether before or after the Employee's retirement, any vested interest in any medical benefit provided for hereunder, or in any amount in the Medical Benefits Account, except for benefits payable with respect to any medical expense covered hereunder that was actually paid or incurred prior to such date by such person. In particular, retirement or the fulfillment. of the conditions for entitlement to a pension benefit pursuant to the terms of the Plan or under the terms of any other employee benefit plan maintained by the

Company or any Affiliate shall not confer upon any Employee, Eligible Retiree, Surviving Spouse or Eligible Dependent any right to continued benefits under this Article.

In the event that the interest of any Employee, Eligible Retiree, Surviving Spouse. or Eligible Dependent in the Medical Benefits Account is forfeited prior to termination of this Article, an amount equal to the amount of the forfeiture shall be applied as soon as possible to reduce Company or a Participating Employer contributions to fund the medical benefits provided under this Article.

SF6.7 Impossibility of Diversion. It shall be impossible, at any time prior to the satisfaction of all liabilities under the Plan to provide for the payment of medical benefits under this Article, for any part of the corpus or income of the Medical Benefits Account to be used for, or diverted to, any purposes other than the providing of such medical benefits. However, the payment of any necessary or appropriate expenses attributable to the administration of the Medical Benefits Account shall not be deemed a violation of the foregoing requirement.

SF6.8 Amendment. The Company reserves the right, through action taken in accordance with Section A5.1 hereof, to amend any provision in this Article, in any respect and at any time, without the consent of any other party; provided, however, that no such amendment shall reduce or eliminate benefits otherwise payable hereunder with respect to any medical expense that was actually paid or incurred by an Eligible Retiree, Surviving Spouse or Eligible Dependent prior to the date of such amendment.

SF6.9 Termination. The Company may terminate the provisions of this Article at any time, without the consent of any other party, as evidenced by an instrument in writing executed in the name of the Company by a duly authorized officer of the Company, acting pursuant to authorization or ratification by the Board of Directors. No benefit shall be paid

under this Article after the effective date of such termination, except for any benefit otherwise payable hereunder with respect to any medical expense that was actually paid or incurred by an Eligible Retiree, Surviving Spouse or Eligible Dependent prior to the date of such termination. A termination of the provisions of this Article shall not constitute a termination or partial termination of the Plan for purposes of Section A5.2 or A5.4 hereof.

SF6.10 Reversion of Assets Upon Termination. Upon the termination of the provisions of this Article, any amounts that remain in the Medical Benefits Account after the satisfaction of all liabilities under this Article shall be returned to the Company.