Seneca Bargaining Unit Retirement Plan

January 2007

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This Summary Plan Description is created for the use of eligible participants in the Seneca Bargaining Unit Retirement Plan who are actively employed by the Company and hired before January 1, 2006.

For purposes of this summary, the term "Company" means FirstEnergy Corp. and any of its operating companies having employees represented by IBEW Local 459 Seneca to which the provisions of the Seneca Bargaining Unit Retirement Plan apply (see section entitled "Participating Employers").

If you are a terminated employee of the Company and have been rehired, please contact the Pension Department for information about the *Plan* that applies to you.

If you are not eligible for coverage under the pension benefits described in the document, the document that applies to you is:

- the document in effect on the day that you terminated your employment or
- the FirstEnergy Pension Plan document if were hired on or after January 1, 2006.

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Introduction

Planning for a safe and secure retirement must begin long before the day you finally decide to stop your regular employment and begin a new chapter in your life.

The Seneca Bargaining Unit Retirement Plan is provided by the Company to help you build financial security for your future. It represents only a part of the income you will need so you can make the most of your retirement years. When combined with your personal savings and Social Security benefit, you can increase the potential of a sound financial future.

Your pension is based on your *Earnings*, the length of time you work for the Company and your age at retirement. The Company pays the entire cost of the *Plan*. The *Plan* is considered a defined benefit plan qualified under the Internal Revenue Code.

This Summary Plan Description (SPD) describes the benefits and options available to you under the *Plan.* Generally, the pension benefit formula that applies to you depends on your date of hire.

However, if you:

- Terminated your employment with the Company and were later rehired or
- Transferred between bargaining and non-bargaining groups

the determination of the pension benefit formula that applies to you is governed by a specific set of rules. If you are a rehired former employee or a transferring current employee, you should contact the Pension Department or the Human Resources Service Center for more information about the pension formula that applies to you.

If you have any questions after reading this summary, please contact the Human Resources Service Center at 1-800-543-4564.

The provisions of the Pension Plan and eligibility for participation do not constitute an employment contract with any individual. Being a participant in this *Plan* does not grant any current or future employment rights. *Plan* participation is not an inducement or condition of employment. Generally, employment is not for a definite period and may be terminated at will by either the Company or the employee, subject to the collective bargaining agreements, if applicable. Your right to any payment under this *Plan* is determined solely under the *Plan*'s provisions.

Benefits at a Glance

Eligibility	If you are an employee of a Participating Company, you become eligible to participate in the *Plan* after you complete one year of service.
Enrollment	You are automatically enrolled in the *Plan* when you become eligible.
Service	A year and fractional years of service for vesting and benefit determination is credited for each calendar year in which you are an employee of a Participating Company and work at least 1,000 hours in the first year of employment or any year thereafter.
Plan Cost	The Company pays the entire cost. You make no contributions to the *Plan*.
Vesting	You become vested when you complete five years of service.
Retirement	You can receive vested benefits as soon as you retire from the Company if you are age 55 or older and have at least 10 years of service. There are four types of retirement under the *Plan*: • normal retirement at age 65 • early retirement between the ages of 55 and 64 • deferred retirement after age 65 or • disability retirement (you must submit satisfactory medical evidence)
If You are Permanently and Totally Disabled	You may be eligible to apply for disability retirement if you are determined to be permanently and totally disabled.
If You Leave the Company Before You Are Eligible to Retire	You can receive terminated vested benefits as early as age 55 with at least 5 years of *Eligibility Service*.
Reduction for Early Payment	If you elect to receive pension benefits before you attain age 65, your monthly benefit may be reduced for early payment.
Forms of Payment	If you do not make an election, your pension benefit will be paid based on your marital status: • a single life annuity if you are not married when you begin receiving your pension benefit or • a 50% Qualified Joint & Survivor annuity if you are married when you begin receiving your pension benefit. Optional forms of payment provide a benefit during your lifetime and, as applicable, a payment to your *Beneficiary* after your death.

When You Are Ready To Retire	Please notify the *Plan* three months before your planned date of retirement.
Survivor Benefits	• If you are an active employee and you die after you have become vested but before you begin receiving a pension benefit, the *Plan* pays a benefit to your surviving spouse or eligible dependent children (to age 23), if there is no spouse. • Vested active employees who are not married may complete the applicable form to name a *Beneficiary* for their pension benefit. If you elect a *Beneficiary,* no benefit will be paid to your eligible dependent children, as described above. • Married vested employees who terminated employment with the Company before retirement have pre-retirement survivor protection for their spouse, at a cost, which they may opt out of. • No survivor benefits apply for unmarried employees who terminate employment with the Company for any reason other than retirement.

Eligibility

You are eligible to participate in the *Plan* after you complete one year of service if you are:

- an employee of the FirstEnergy Generation Corp
- hired before January 1, 2006
- not a part-time or temporary employee and are
- represented under a collective bargaining agreement(IBEW) that provides for participation in this *Plan* (as listed in the section "Participating Unions" on page 35)

If you are a part-time or temporary employee and are otherwise eligible, your participation in the *Plan* will begin after you have completed 1,000 hours of work in your first year of employment or any calendar year thereafter.

- Leased employees are not eligible to participate in the *Plam.*

Enrollment

You are automatically enrolled in the *Plan* if you are eligible.

Your Cost

The Company pays the entire cost of the pension *Plan.* You are not permitted to contribute.

Your Service

Your vested or nonforfeitable right to a benefit and the amount of your *Plan* benefit will depend on your total years of *Eligibility Service* and *Creditable Service,* respectively*,* with the Company. Your service is used to determine your eligibility to participate in the *Plan,* vesting and the amount of your benefit.

Creditable Service means the number of years that you are an employee of the Company. Certain periods of time when you are not at work may also count toward your *Creditable Service*. *Creditable Service* includes the years during:

- a period of absence for any reason other than you quit, are discharged or retire or
- an approved leave of absence which can include family leave, personal leave, and military leave, provided you return to service with the Company before your leave of absence expires, or within the time frame designated by law.

An absence is considered to end if you quit, are discharged or retire.

Break In Service

If you leave the Company and are later rehired, you may receive credit for your earlier period of service for vesting and benefit eligibility purposes and in calculating your pension. The following guidelines apply:

- If you left before January 1, 1976, your earlier period of service will not be counted.

- If you were vested when you left the Company and left on or after January 1, 1976, your earlier period of service will be counted after you return.
- If you were not vested when you left, your earlier period of service will be counted depending on when you left and the length of your absence:
  - ♦ If you left between January 1, 1976 and December 31, 1986, your earlier period of service will count if the length of your absence through December 31, 1986 does not exceed the length of your earlier period of service and the length of the absence is under five years.
  - ♦ If you left on or after January 1, 1987, your earlier period of service will count if the length of your absence is less than five years.

If you have two periods of eligible service, both of which count, your years of *Creditable Service* will be calculated separately for each period and then added together.

Military Leave

If you are on military leave, the following rules are used to determine service for the purposes of eligibility and benefit calculation.

If you go on a military leave and return to work before your veteran's reemployment rights end, that time will not cause a break-in-service. In addition, that time will count as both *Eligibility Service* in determining participation in the *Plan,* vesting, disability (if applicable), eligibility for early retirement, surviving spouse benefits or early retirement factors applicable to a vested deferred benefit and *Creditable service* for calculating the amount of your pension benefit. In addition, you will receive credit for *Earnings* which you would have received during the period of your military service.

Rehire

If you terminate employment and are subsequently rehired by one of FirstEnergy's Companies, how your service is counted as well as the amount of the pension benefit you ultimately receive may be affected.

Although each rehire situation needs to be reviewed on a "case by case" basis, there are some general guidelines that will apply.

- **If you were not vested** and you left the employment of the Pennsylvania Electric Company prior to the merger with FirstEnergy and you were rehired by FirstEnergy after the completion of the merger, all of your prior service and pensionable *Earnings* were lost.
- **If you were vested** and you left the employment of the Pennsylvania Electric Company prior to the merger with FirstEnergy and you were rehired by FirstEnergy on or after January 1, 2005, your prior service and pensionable *Earnings* will be counted for your prior vested pension calculation. You will begin to earn a new separate benefit - based on *e*arnings and service since rehire date - under the FirstEnergy *Plan.*

  If you prior service applies, you will be considered immediately vested in the new benefit because of your service with the prior *Plan.* Normal early retirement factors will be used for both – prior and current – benefit calculations if you ultimately retire from FirstEnergy. If you terminate employment before becoming eligible to retire, both benefits will be calculated using deferred vested early retirement factors.

- **If you are not vested** and you leave the employment of FirstEnergy and you are rehired within 5 years under the **same** FirstEnergy pension formula(s), your prior service and pensionable *Earnings* will be restored and applied to continued participation in the FirstEnergy formula(s). If you are not rehired within 5 years, all prior service and *Earnings* will be lost.
- **If you are not vested** and you leave the employment of FirstEnergy and you are rehired within 5 years under a **different** FirstEnergy pension formula(s), your prior service and pensionable *Earnings* will be restored and applied to the original formula(s). You will begin to earn a separate benefit - based on *e*arnings and service since rehire date - under the FirstEnergy formula(s) that apply to new hires.

Pension benefits under both the original and current (new hire) formula(s) will vest based on the combined *Eligibility Service*.

If you are vested and you leave FirstEnergy and you are rehired under the **same** FirstEnergy pension formula(s), prior service and pensionable *Earnings* will be restored and applied to continued participation in the FirstEnergy formula(s).

If you are vested and you leave FirstEnergy and you are rehired under a **different** FirstEnergy pension formula(s) than you had when you last left, prior service and pensionable *Earnings* will be applied to the original formula(s). You will be immediately vested and begin to earn a separate benefit - based on earnings and service since rehire date - under the FirstEnergy formula(s) that apply to new hires.

Normal early retirement factors will be used for both – prior and current – benefit calculations if you ultimately retire from FirstEnergy. If you terminate employment before becoming eligible to retire, both benefits will be calculated using the applicable deferred vested early retirement factors.

Retirement Types

If you terminate employment on or after age 55, you may choose from three retirement types:

Early Retirement

You can begin receiving retirement benefits from the *Plan* between age 55 and 64 if you have completed ten or more years of *Eligibility Service*. However, if you start receiving retirement benefits before age 60 the amount you receive will be reduced. Among other things, the reductions for early retirement depend upon when you were hired and whether you retire from active employment or as a vested terminated employee. This is explained later in this Summary.

Normal Retirement

Your normal retirement date is the first of the month following your 65th birthday or the date you complete five years of *Eligiblity Service*, whichever occurs later.

Deferred Retirement

If you continue working for the Company beyond age 65, your pension benefits will not begin until you actually retire, and you will continue to earn credit for *Earnings* and service. You must complete at least five years of *Eligibility Service* before you would be eligible for monthly pension benefits from the *Plan.*

Disability Retirement

If you are totally and permanently disabled for at least three months, you may be eligible for a disability retirement benefit from the *Plan.* You must submit documentation to support your application for Disability Retirement. Your application will be reviewed and approved or denied according to the rules of the *Plan.*

Vested Termination

If you are a vested employee who terminates employment before the date you are eligible to retire, you may be able to receive your vested benefit early. For more information about terminated vested participants receiving early payment of benefits, please see below.

How Your Benefit Is Calculated

Early, normal or deferred vested retirement benefits are calculated taking into account your normal retirement benefit. The normal retirement benefit is the accrued amount that you would be entitled to at normal retirement (age 65) based on your *Creditable Service* and *Earnings*.

Your pension benefit is calculated using the following formula:

Part I	1.5% x *Earnings* x *Creditable Service* (through 20 years)
+	
Part II	0.9% x *Earnings* x *Creditable Service* (over 20 years) (PLEASE SEE NOTE BELOW)
=	
Total	Your Annual Pension Benefit
NOTE: If you accrue 15 or more years of *Creditable Service as of December 31,1998* then **Part II** (service over 20 years) of the formula will be calculated using 1.1% x *Earnings* x *Creditable Service* (over 20 years).	

An Example — Normal Retirement

Assume that you retire in 2008 at age 65 with 25 years of *Creditable Service* and your *Earnings* are $40,000. Your annual pension benefit would be calculated as follows:

Part I	
1.5% x *Earnings*	.015 x $40,000
x *Creditable Service* (through 20 years)	x 20 years
Equals	= $12,000.00
Part II	
1.1% x *Earnings*	.011 x $40,000
x *Creditable Service* (over 20 years)	x 5 years
Equals	= $2,200.00
Part I + Part II = Annual Pension Benefit*	$12,000.00 + $2,200.00 = $14,200.00
÷ 12 months	$14,200 ÷ 12 months
= Monthly Pension Benefit	= $1,183.33

* Accrued and vested at age 65

Your annual pension benefit would equal $14,200.00. This is equivalent to a monthly pension benefit of $1,183.33, payable for your lifetime if it is paid as a single life annuity. The amount would be reduced if you elect early retirement or any other form of payment.

In addition, Transition Benefits will apply for the first year of retirement. Please see page 13.

Early Retirement

If you have completed at least 10 or more years of *Eligibility Service*, you can retire between age 55 and 64. Your monthly normal retirement benefit will be reduced by 4% for each year that your benefit commences before age 60. The following chart shows how your age 65-retirement benefit is reduced at different early retirement ages:

EARLY RETIREMENT REDUCTION TABLE	
If Your Payment Begins at Age …	**Your Benefit Is Multiplied by…**
64	100%
63	100%
62	100%
61	100%
60	100%
59	96%
58	92%
57	88%
56	84%
55	80%

This chart applies only to early retirement benefits. It does not apply to vested employees who terminate employment prior to retirement age and elect to receive their vested benefit early. For more information concerning reduction factors for terminated vested participants receiving early payment of benefits please see page 15.

An Example — Early Retirement

Assume that you decide to retire early at age 57 in 2008 with 25 years of *Creditable Service*. *Earnings* are $40,000. Your pension would be calculated the same way as in the preceding normal retirement example, resulting in a normal retirement monthly benefit of $1,183.33. Then the monthly benefit would be reduced as follows:

Early Retirement	
Normal Monthly Pension Benefit	$1,183.33
x Early retirement reduction factor for age 57	88%
= Early Retirement Monthly Pension Benefit	$1,041.33

Your early retirement monthly pension benefit would equal $1,041.33, payable for your lifetime if it is paid as a single life annuity. The amount would be reduced if you elect any other form of payment.

In addition, Transition Benefits will apply for the first year of retirement. Please see page 13.

Early Retirement: Deferring Your Pension Benefit

If you wish, you may choose to retire between ages 55-60 and elect to defer payment of your pension benefit until a future date. If you choose to defer the commencement of your pension benefit, that benefit is calculated based on your age at the time payment begins and not on your age at retirement. The age at which you begin receiving your pension will determine whether the early retirement reduction will apply.

Deferred Retirement

If you work beyond your normal retirement date, you continue to earn *Creditable Service* until you retire.

Assume that you decide to defer retirement until age 67 in the year 2010. Your *Earnings* are $40,000. Further, let's assume that if you had elected normal retirement, you would have had 25 years of *Creditable Service*. However, by working until age 67, an additional two years of *Creditable Service*, a total of 27 years of *Creditable Service* are used to calculate your pension benefit.

A deferred pension is calculated exactly the same way as a normal retirement pension.

Part I	
1.5% x *Earnings*	.015 x $40,000
x *Creditable Service* (through 20 years)	x 20 years
Equals	= $12,000.00
Part II	
1.1% x *Earnings*	.011 x $40,000
x *Creditable Service* (over 20 years)	x 7 years
Equals	= $3,080
Part I + Part II = Annual Pension Benefit	$12,000 + 3,080 = $15,080
÷ 12 months	$15,080 ÷ 12 months
= Monthly Pension Benefit	= $1,256.67

The annual pension benefit would equal $15,080.00. This is equivalent to a monthly pension benefit of $1,256.67 lifetime if it is paid as a single life annuity. The amount would be reduced if you elect any other form of payment.

The Transition Benefit

The *Plan* provides a special benefit during your first year of retirement. After the amount of your monthly benefit is determined, including any reductions for early retirement or the forms of payment, your first 12 monthly pension payments will be increased by 20% to aid in the transition from active employment to retirement. Your payments will revert to the regular benefit after your first year of retirement (beginning with your 13th pension payment).

This transition benefit does not apply to Social Security Equalization or other residual benefits.

Example — Transition ("First-Year") Benefit

Using the example directly preceding, the employee's monthly retirement benefit is $1,256.67.

Monthly Pension Benefit (after all reductions)	$1,256.67
20% Monthly Pension Benefit	$1,256.67 x 20% = $251.33
Monthly Pension Benefit + 20%	$1,256.67 + 251.33
= Monthly Transition Benefit (first 12 benefit payments)	= $1,508.00
Monthly Regular Benefit (after first 12 benefit payments)	=$1,256.67

As you can see in the chart, the benefit during the first year of retirement would be $1,508.00 ($1,256.67 + $251.33) per month. After the first year of retirement, the regular monthly retirement benefit of $1,256.67 would commence.

If You Are Disabled

Disability Retirement

You must apply for disability benefits under this *Plan.* To apply for your disability pension, you must request benefits from the plan administrator at least 30 days before the requested disability retirement date. This request should be in writing and submitted to your local Human Resources representative. You application for disability pension will be reviewed by the Plan Administrator who will decide if you qualify for permanent and total disability under the provisions of the *Plan.*

If you apply and are approved for disability retirement under the *Plan,* you become eligible to receive a disability retirement benefit after a minimum of three full months of continuous disability.

The amount of your disability benefit under the *Plan* will equal the greater of:

- your pension benefit calculated using *Creditable Service* through the date of your disability retirement or
- two-thirds of your pension benefit calculated using *Creditable Service* to your normal retirement date.

Vesting: Earning Your Right to a Pension Benefit

Note: Italicized expressions are defined in the section "Important Terms Under the Plan," beginning on page 22.

If you have completed at least five full years of *Eligibility Service*, you are entitled to begin receiving a pension benefit at age 65, whether or not you are actively employed by the Company at the time you retire. This is called being vested in the *Plan.* The amount of your pension benefit will be based on your age when benefits begin, and your *Earnings* and years of *Creditable Service* at the time you leave the Company.

If You Leave the Company Before You Retire

If you leave the Company with at least five years of *Eligibilty Service* but before becoming eligible to retire (age 55 or older with at least 10 or more years of service), your benefit will be based on your *Earnings* and *Creditable Service* at the time of your termination. You may request early commencement of your vested benefit any time after your 55th birthday. If you wish to do so, you must apply in writing to the Plan Administrator at least 30, but no more than 90 days before your planned benefit commencement.

If your pension benefits begin before age 65, the amount of your benefit will be reduced. The reduction factors for early commencement of vested benefits for employees who terminate employment with the Company before becoming eligible to retire are different than those for active employees who terminate employment when they are eligible to retire. The following table shows the applicable reduction factors if you choose to commence your vested benefit before you attain age 65. Although all early commencement dates are not shown, you can use these percentages as a guide when considering the amount of your benefit.

DEFERRED VESTED EARLY RETIREMENT REDUCTION TABLE	
Age at Early Retirement	**Your age 65 pension benefit is multiplied by…**
65 (or older)	100%
64	89%
63	79%
62	70%
61	63%
60	56%
59	51%
58	46%
57	41%
56	37%
55	34%

Your benefit will automatically be paid to you in a single payment when you terminate employment if the present value of your benefit is less than $1,000. If the present value of your benefit is at least $1,000 and less than $5,000, you have the option of electing an annuity starting as early as age 55 or an immediate payment of the present value of your benefit.

If you leave the Company before you are vested, you will not be entitled to receive any benefits from the *Plan.*

Information to Terminated Vested Employees

A vested employee who terminates employment before becoming eligible to retire will receive a letter from the Human Resources Department which identifies the amount of the Deferred Vested Benefit and the procedure to follow to initiate the benefit.

How Your Pension Is Paid

It is generally a good idea to apply for pension benefits at least 30 days, but no more than 90, days before your retirement. This will allow for the timely processing of your retirement and pension benefit.

Regardless of the formula used to calculate the amount of your pension benefit, the way your pension is paid normally depends on whether you are married at the time you begin receiving payments. However, if no election is made by your normal retirement date, payment will be made as follows:

Normal Forms of Payment

If You are Married

If you are married, the normal method of payment is a Qualified 50% Joint & Survivor Annuity.

A Qualified 50% Joint & Survivor Annuity reduces the amount of your monthly pension benefit, but, in the event of your death, continues to pay 50% of that reduced benefit to your spouse for the remainder of his or her lifetime. It includes the five year "pop-up" feature described under Optional Forms of Payment.

If you are married, your spouse must agree in a written statement which is either notarized or witnessed by an authorized Company HR representative if you want to receive payment in a form that is other than the applicable 50% Joint & Survivor Annuity described above.

If You Are Not Married

If you are not married, the normal method of payment is a Single Life Annuity. You will receive monthly pension benefits for the rest of your life. At your death all payments will stop.

Optional Forms of Payment

Besides the normal methods of payment, described above, the *Plan* offers additional choices for you to receive your pension benefit. They may suit your personal circumstances better than the normal methods of payment. If you are married, your spouse's consent is required for any election other than the Qualified 50% Joint & Survivor Annuity, described above.

Single Life Annuity

This is a monthly annuity payable for life which stops upon your death. No benefit is paid to a *Beneficiary*.

Joint and Survivor Annuities with Five-Year "Pop-Up"

This option provides a reduced monthly annuity, payable during your lifetime. Upon your death 50% or 100% of the amount you receive will be paid to your designated *Beneficiary* as long as he or she lives. Under this option, the amount you receive during your lifetime is less than the amount you would receive as a single life annuity. The amount of the reduction depends on the age of both you and your *Beneficiary* and on the percentage to be continued after your death. If your *Beneficiary* dies within five years of the commencement of benefits, your monthly benefit will revert back (or "pop up") to the payment which would have been payable as a Single Life Annuity. The "five-year pop-up" feature is no longer effective beginning on the sixth year following the commencement of benefits. The "pop-up" feature is automatically provided on both the 50% and 100% option.

- For the 50% Joint & Survivor Annuity, your pension will be reduced 10% to provide for a longer expected payment period of continued benefits to your *Beneficiary*.
- For the 100% Joint & Survivor Annuity, your pension will be reduced 21%.
- Somewhat greater reductions will apply, however, if your *Beneficiary* is more than 10 years younger than you.
- You may not elect the 100% Joint and Survivor Option if your *Beneficiary* is more than 10 years younger than you and is **not** your spouse.

Social Security Equalization Option (Level Benefit)

If you begin receiving your pension before you are eligible for early Social Security benefits at age 62, you can elect the Social Security Equalization Option. Under this option, your monthly payments from the *Plan* are adjusted upward until you are eligible to receive Social Security benefits at age 62. At that time, your monthly benefits from the *Plan* will be reduced.

The result is a more level income (from the combination of your pension and Social Security benefits) throughout your lifetime.

To elect the Social Security Equalization Option, complete the appropriate form and submit it to your Human Resources representative before your pension begins.

Changing Your Election

You have the right to change your election as to the method of pension payment you elect up to the date your pension benefit payment begins. Once payments begin, you cannot change your election.

Survivor Benefits

Eligibility to receive Survivor Benefits under the *Plan* depends on a number of factors,such as whether you are:

- married or not at the time of your death
- an active employee or
- a married vested employee who terminated employment before becoming eligible to retire

IF YOU DIE BEFORE YOU ARE VESTED:

If you die before you are vested, your survivors are not entitled to a benefit from the *Plan.* The section "Vesting: Earning Your Right to a Pension Benefit" (p.15) explains when you become vested in a benefit from the *Plan.*

IF YOU DIE AS AN ACTIVE EMPLOYEE:

For purposes of eligibility for Survivor Benefits described below, you must be an active employee. **An "active employee" is:** a vested employee of a Participating Union that has negotiated a pre-retirement survivor benefit who is actively performing the duties of his/her regular employment for the Company.

IMPORTANT: Effective August 1, 2005, unmarried active employees may designate a beneficiary. If you are vested, unmarried and eligible to choose a *Beneficiary*, you must affirmatively elect this option by completing the appropriate *Beneficiary* election form. If you do not complete and submit the appropriate form, no *Beneficiary* election will be deemed to have been made and, if you should die as an active employee, no benefit will be paid under the *Plan*. You may obtain a copy of the appropriate form by contacting the Human Resource Service Center.

If you are married:

- with at least 5 years of *Eligibility Service* and
- have been married for at least one year

your spouse will be eligible to receive a pension benefit commencing the month after your death equal to 50% of either your accrued benefit as of the date of your death or 2/3 of your benefit with service to age 65, whichever provides the greater benefit.

If you are not married at the time of your death and:

- have not completed and submitted a surviving *Beneficiary* form and
- have eligible dependent children
  - under age 19 or
  - under age 23 if a full-time student or
  - incapable of self-support due to a mental or physical handicap that began prior to age 19.

your children may be eligible to receive a benefit from the *Plan.* If you have more than one eligible dependent child, the pension benefit will be divided equally among all the eligible dependent children.

The benefit:

- ♦ is equal to 50% of either your accrued benefit as of the date of your death or 2/3 of your benefit with service to age 65, whichever provides the greater benefit.
- ♦ is payable beginning on the first day of the month following your death and
- ♦ will cease the first day of the month following the date that the last eligible dependent child attains age 19 (or age 23, if a full-time student).

If you are single and die after completing and submitting a *Beneficiary* form and:

- are vested and completed less than ten (10) years of *Eligibility Service:*
    - ♦ Your *Beneficiary* will receive a pension benefit equal to 100% Joint & Survivor annuity using the FirstEnergy Pension Plan factors.
    - ♦ The amount of the benefit will take into account your accrued and vested age 65 pension and the difference in age between you and your *Beneficiary* and will be reduced for early payment based on the applicable FE Pension Plan reduction factors for a vested deferred benefit.
    - ♦ The benefit is payable the first day of the month following the date of your death or the date that you would have attained age 55, whichever is later.
    - ♦ No benefit is payable under the eligible dependent children provision.
- Are vested and have completed ten (10) or more years of *Eligibility Service*:
    - ♦ Your *Beneficiary* will receive a pension benefit equal to 100% Joint & Survivor annuity using the FirstEnergy Pension Plan factors.
    - ♦ The amount of the benefit will take into account your accrued and vested age 65 pension and the difference in age between you and your *Beneficiary* and will be reduced for early payment based on the applicable FE Pension Plan early retirement reduction factors.
    - ♦ The benefit is payable the first day of the month following the date of your death.
    - ♦ No benefit is payable under the eligible dependent children provision.

No benefit will be paid if you are single and die:

- If you have not submitted a *Beneficiary* election form or
- Have completed and rescinded a *beneficiary* election form

  and
- Have no eligible dependent children

IF YOU ARE VESTED AND TERMINATE EMPLOYMENT:

If you are vested and leave the Company before your death and before you begin receiving benefits from this *Plan,* your spouse may be entitled to receive a vested benefit from the *Plan.*

The amount of the benefit is based on:

- your *Creditable Service* and *Earnings* while employed,
- whether you opted out of survivor protection for your spouse and
- the age you would have reached when your spouse elects to begin receiving benefits.

The benefit:

- will equal the amount that he or she would have received under the 50% Joint & Survivor Option.
- may begin on the first of the month after you would have reached your 55th birthday or the first of the month after your death, whichever is later, but no later than when you would have reached age 65.
- will be actuarially reduced for early payment based on the applicable reduction factors for a vested deferred benefit based on the date that your spouse elects to commence the payment of benefits.

PLEASE NOTE: If you were unmarried and filled out the appropriate pre-retirement *Beneficiary* form as an active employee, once you leave before becoming eligible to retire, your election terminates on the last day of your employment with the Company. No pre-retirement survivor benefit will be payable to any beneficiary, other than a surviving spouse, if you leave the Company before you are eligible to retire and die before pension benefits commence.

Survivor Protection

Pre-retirement survivor protection for your spouse is automatically provided. The cost of this pre-retirement survivor protection is a reduction in your pension benefit equal to 1/60 of one percent for each month that the coverage is in effect.

You must affirmatively opt out of survivor protection. If you do not opt out of survivor protection, your spouse will be eligible to receive a reduced pension benefit once you would have reached age 55 if you die before your pension benefit commences.

You may elect to waive survivor protection at any time. To do so, you must have your spouse's notarized consent. If you opt out of this coverage and you die before commencement of your vested benefits, your spouse will **not** receive a benefit.

IF YOU DIE AFTER COMMENCEMENT OF PENSION BENEFITS

If you die after your pension benefits begin, benefits will cease or continue to your pension *Beneficiary* based on the pension option you elected.

Important Terms Under the Plan

The following terms have a specific, technical meaning when used in connection with the *Plan.*

Beneficiary

For active married employees, your *Beneficiary* is always your spouse prior to your *Benefit Commencement Date*.

For unmarried active employees, a *Beneficiary* is a person designated to receive benefits under the *Plan* in the event of the employee's death while still actively employed. Specific rules apply:

- You must be actively employed and vested in the *Plan,*
- If you participate as a union member, the option of naming a *Beneficiary* must have been negotiated by the union. This option is not available to bargaining unit employees unless it has been negotiated by their individual union.
- You must designate the *Beneficiary* (only one *Beneficiary* is permitted) in writing by completing and filing the appropriate form. No other method of designation will be accepted.

For retirees, a *Beneficiary* is the legal spouse or other designated *Beneficiary* of a retiree at the time benefit payments begin. Restrictions apply to certain methods of payment if the difference in ages between the retiree and *Beneficiary* is too great.

If you are married, your spouse must agree in a written statement which is either notarized or witnessed by an authorized Company HR representative if you want to receive payment in a form that is other than the Qualified Spouse's 50% Joint & Survivor Annuity, or you name someone other than your spouse as the *Beneficiary*.

For a Joint & Survivor option, your *Beneficiary* is referred to as an "Annuitant."

Benefit Commencement Date

The date that the first payment of your pension benefit is paid to you, your surviving spouse or, if applicable, your surviving *Beneficiary*.

Creditable Service

For purposes of calculating benefits, *Creditable Service* is your total periods of service and employment with all the GPU Companies and FirstEnergy Corp rounded to the nearest number of whole years.

- ♦ If your fractional years of service are at least six months or 1,000 hours, that fractional year will count as a full year.
- ♦ If your fractional years of service are less than six months or 1,000 hours, that fractional year will not count as *Creditable Service*.

Earnings

The term "*Earnings*" is used extensively throughout this document. *Earnings* reflect amounts before taxes or qualified benefit plan contributions are withheld. However, in no case will any amount exceed the federal statutory limits.

For purposes of this *Plan, Earnings* are the average of the highest five calendar years of Basic Earnings you receive before your retirement or other separation of employment. For this purpose, Basic Earnings means your base wage, before any reductions for Company benefit plans (before-tax contributions to the savings plan and flexible spending account contributions) plus any bonuses or amounts you receive under the Company's incentive compensation plan up to the maximum allowed by law.

Eligibility Service

The number of years, months and days of active employment**.**

Plan

The Seneca Bargaining Unit Retirement Plan

Plan Year

The *Plan Year* is the 12 consecutive month period beginning with January 1 and ending the following December 31.

Administration of the Plan

Claiming Benefits

If you plan to retire, inform your supervisor and the Human Resources Coordinator at your location no more than 90 days in advance of your benefit commencement date. Your coordinator will help you complete the necessary forms and arrange for pension estimates and options to be calculated. After receiving this information, your coordinator will schedule a retirement interview to explain your retirement benefits in detail. Pensions are paid monthly. Your monthly benefit will be deposited in the savings or checking account of your choice. You will receive your first pension benefit payment as soon as administratively possible following the date you retire. For example, if you retire January 1, your first benefit payment may be February 1 to allow for all applicable *Earnings* to be recorded. Your first payment may be double your regular monthly amount. After the first payment, you will receive your regular monthly benefit each month.

Deferred Pension Benefits

To begin receiving your pension benefit if you elected to defer your benefit at the time of your retirement, return the copy of the application to commence benefits given to you at the time of your retirement interview. If you no longer have this application, you should notify the FirstEnergy Retirement Board or your local Human Resources office to advise them that you wish to begin receiving your pension benefits and the date on which you would like them to start. You should allow for a maximum of 90 days between your notification and the actual *Benefit Commencement Date*.

If You No Longer Work for the Company

If you no longer work for the Company, but are vested and eligible for a pension benefit, the FirstEnergy Retirement Board will contact you just prior to your attaining age 65 in order to arrange the commencement of your vested pension benefit. If you wish to receive your pension benefit prior to age 65, you may return a copy of the documents provided to you when you left the Company's employment; or you may send a letter to FirstEnergy Retirement Board (using the address provided on page 33) advising them that you wish to commence pension benefits and the date on which you would like them to start. You should notify the Retirement Board no more than 90 days before your actual B*enefit Commencement Date.*

If Your Claim is Denied

By law, your claim (and requests for an appeal of a denied claim) must be evaluated and processed within a certain period of time. All claims must be filed with, and will be decided by, the Plan Administrator within the specified time frame. All appeals of a denied claim or other adverse benefit determination must be filed with, and will be decided by, the Plan Administrator within the specified time frame. As shown in the following chart, the timeline for claims for distributions due to Disability is different from the timeline for other claims.

Pension Plan Claim Review Time Limit Chart		
Deadline	**All Claims Except Disability**	**Claims for Disability Retirement**
Notice of Initial Claim Denial	90 days after receiving the initial claim	45 days after receiving the initial claim
	180 days after receiving the claim if Plan Administrator needs extension for special circumstances and if Plan Administrator provides an extension notice during initial 90-day period	75 days after receiving the claim if Plan Administrator needs more information and if Plan Administrator provides an extension notice during initial 45-day period 105 days if Plan Administrator needs another extension
Completion of Claim (if necessary)	Not applicable	45 days after receiving extension notice
Appeal Claim Decision	60 days after receiving claim denial	180 days after receiving claim denial
Plan Decision on Appeal	60 days after Plan Administrator receives appeal 120 days after Plan Administrator receives appeal if Plan Administrator needs an extension	45 days after Plan Administrator receives appeal 90 days after Plan Administrator receives appeal if special circumstances require an extension (notice will be given within the initial 45-day period)

As indicated by the foregoing chart, special circumstances may warrant an extension of time for reviewing the claim or appeal. In that case, the Plan Administrator will notify you in writing prior to the extension. The notice will include the reason for the delay and the date by which the Plan Administrator expects to render a decision. Extension notices for claims for a distribution due to Disability will explain the unresolved issues preventing a decision and describe the additional information needed to resolve those issues. If the extension is based on your failure to provide required information, the period for making a benefit determination will be counted from the date on which you are sent the extension notification to the date you respond to the request for additional information.

Claim Denial Notice

If your original claim for benefits under the *Plan* is wholly or partially denied by the Plan Administrator, including any other adverse benefit determination, the claim denial notice will:

- state the specific reasons for the denial;
- refer to the specific *Plan* provisions on which the denial is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe the Plan's claim review procedures and time limits for appealing the determination; and describe:

- your right to obtain information about those procedures;
- your right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; and
- your right to sue in federal court if your claim for benefits is denied in whole or in part.

If your claim for a distribution due to Disability is denied, the claim denial notice will also disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such information will be provided free of charge upon request).

Appeals

If you believe your claim was denied in error, you may appeal this decision to the Plan Administrator. You must submit your request for an appeal no more than 60 days after receiving a claim denial (180 days after receiving a Disability claim denial) to the Plan Administrator. You have the right to submit documents, records, issues and comments, and other information in support of your appeal, and you will be provided, upon request, reasonable access to and copies of all relevant documents, records, and other information free of charge. The review of the claim denial will take into account all new information, whether or not presented or available at the initial claim review. The review of a claim denial for Disability benefits will not give any deference to the initial adverse benefit determination.

If your claim was for a distribution due to Disability, a different person from the one who made the initial claim determination will conduct the appeal review and such person will not work under the original decision maker's authority. If your claim was denied on the grounds of medical judgment, the *Plan* will consult with a health professional with appropriate training and experience. This health care professional will not be the individual who was consulted during the initial claim review or work under their authority.

If your appeal is denied, the denial notice will contain the following information:

- the specific reasons for the appeal determination;
- a reference to the specific *Plan* provisions on which the determination was based;
- a statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all document, records, or other information relevant to the determination; and
- a statement describing your right to bring a civil lawsuit under federal law.

If your claim is for Disability benefits, the appeal denial notice will also include a statement disclosing any internal rule, guidelines, protocol, or similar criterion relied on in making the adverse determination (or a statement that such information was used in making the determination and that such information will be provided free of charge upon request). The notice will provide the names of any medical or vocational experts whose advice was obtained by the *Plan* in connection with the denial of your claim for Disability benefits, regardless of whether the advice was relied upon in making the determination.

The appeal determination notice may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

The Plan Administrator's decision on the appealed claim will be conclusive and binding.

Important—Be Sure To Follow the Plan's Claim Procedures

If you do not file a claim or request for review in the manner and in accordance with the time limitations specified in the *Plan* document, such claim or request for review will be waived, and thereafter, you will be barred from asserting such claim again.

Exhaustion of Appeal Procedure Required Under All of the Plans

You or your dependent must exhaust the applicable appeal procedure set forth above before any formal legal action may be taken. No formal legal action may be filed for any claim arising under the Plans unless it is filed within 180 days after the exhaustion of the appeal procedure described above.

Important Plan Information

How Benefits Are Taxed

This *Plan* is intended to operate as a qualified plan under Sections 401(a) of the Internal Revenue Code. Qualification of the *Plan* means that benefits accrued under the *Plan* are not subject to federal income tax until paid to you or your *Beneficiary* or eligible dependent children.

When you or your *Beneficiary* or eligible dependent children begin receiving payments from the *Plan,* they are subject to income tax withholding.

Payment from the *Plan* in the form of cash will be taxed as regular income in the year of the distribution.

These points are intended only as a general guideline. Tax laws are complex and continually changing. Please consult a tax specialist concerning your individual situation.

Social Security Benefits

In addition to income from the Pension Plan, you will be eligible for Social Security retirement benefits for yourself and, if you are married, for your spouse. While you work here, you and the Company share the cost of these benefits. Social Security benefits begin at different times based on the date of your birth.

If you have questions, contact your local Social Security Administration office.

Maximum Retirement Benefits

Compensation Limits Under the Plan

The Internal Revenue Code limits the amount of compensation that may be used to calculate your benefit under the *Plan.* The amount is set by the IRS and is subject to change. For 2007 it is $225,000.

Maximum Payment

Federal law limits the maximum annual benefit payment under this *Plan* to the lesser of $180,000 (for 2007) or 100% of the average pay for your highest three years of consecutive service. This limit may change each year.

If you are also a participant in another FirstEnergy retirement plan, this maximum may be reduced. If you are affected by this limit, you will be notified when you retire.

Top Heavy Provisions

This *Plan* is subject to federal laws and regulations. One such law requires that the *Plan* be tested periodically to see if certain owners and executives of the Company are earning more than 60% of the total benefits provided by the *Plan.* If so, the *Plan* is considered to be “top heavy.”

The Seneca Bargaining Unit Retirement Plan is not top heavy at the current time. It is not expected that the *Plan* will ever become top heavy. However, if it should become top heavy in the future, special provisions will apply.

Your nonforfeitable or vested right to benefits earned under the *Plan* will be determined using the following table instead of as explained on page 15.

Years of Service	Vested %
After 2 Years	20%
After 3 Years	40%
After 4 Years	60%
After 5 Years	100%

The special vesting table will be used until the *Plan* is no longer top heavy. At that time, the Plan's regular vesting schedule will be used again. However, this does not mean that you will lose your vested percentage under the table above. You will keep that percentage. In addition, if you have at least three years of service when the regular vesting requirements become effective again, you will automatically stay under this special vesting table if it is more beneficial to you.

For each year the *Plan* is top heavy and you complete at least 1,000 hours of service, you'll be credited with at least a minimum benefit. This benefit will make a difference only if it is more than the amount you earn under the Plan's regular benefit formula. Your minimum benefit will be the smaller of:

- 2% of your pay from the Company times the Credited service you earn while the *Plan* is top heavy.
- 20% of your pay from the Company.

In determining your minimum benefit, pay means the average of your highest annual pay (up to the amount set by the IRS) as shown in your W-2 forms for five or fewer consecutive calendar years during which the *Plan* is top heavy. If the *Plan* is top heavy at different intervals while you are a participant, the average pay used to calculate your minimum benefit will be the highest amount figured for each of those separate periods.

If you are a participant in other Company-sponsored plans that add to your retirement income, you may be subject to a reduced combined limit on the amount you can earn under those plans and this *Plan* while it is top heavy. You'll be notified if your benefits from any Company-sponsored plan are affected by this restriction.

Non-Assignment of Benefits

Being a participant in the *Plan* does not give an employee the right to remain employed with the Company. Your value in the *Plan* may not be assigned, sold, transferred or pledged as collateral, nor may a creditor attach your value in the *Plan* as a means of collecting a debt owed by you.

However, benefits may be attached to satisfy a federal tax levy and state courts can rule that benefits be paid to someone other than yourself or your named *Beneficiary* or eligible dependent children, in accordance with a Qualified Domestic Relations Order (QDRO), relating to child support, alimony payments or marital property rights.

All Qualified Domestic relations Orders (QDROs) are reviewed and approved/denied by QDRO Consultants Co. whose mailing address is 110 S. Huntington Street, Medina, OH 44256, Attention: FirstEnergy QDRO Compliance Team. The telephone number is 800-527-8481.

Notification of Address/Bank Change

It is important that you notify the Company in writing as soon as possible if you have a change of address or you change your bank and/or direct deposit account. If any benefit checks are returned because you are no longer residing at the address you furnished the plan administrator, your benefit checks will not be mailed to you until you provide your current address.

If any monthly pension benefit cannot be deposited by direct deposit because you changed your bank or your direct deposit account, further deposits will be held until you contact the Company with the correct information.

How Benefits and Service Are Lost

You may lose part or all of your pension benefits in these situations:

- You may lose years of service when you have a break in service if you are not vested when you terminate employment (see "Break in Service" on page 7).
- If you begin receiving pension payments, and later return to employment with the Company, your pension payments will stop immediately.
- If the *Plan* is terminated without enough assets to provide all pension and survivor benefits, your benefit may be affected (however, there is government insurance that protects your benefit, see "Plan Termination Insurance" on page 31).
- If a special court order called a Qualified Domestic Relations Order (QDRO) states that all or part of your benefit must be paid to someone else see the section called "Non-Assignment of Benefits" on page 29.

The *Plan* is operated under the assumptions that it is a qualified plan under the Internal Revenue Code, that employer contributions are tax deductible and that no amounts are contributed in error. Your benefit could be affected should the *Plan* become disqualified or contributions are no longer deductible.

If your claim for benefits is denied in whole or in part, you have the right to appeal. See "If Your Claim Is Denied" on page 24 for more details.

Contributions

No contributions are required of or accepted from you. All contributions to provide the benefits from the *Plan* are made by the Company. The amounts that the Company contributes are actuarially determined. Assets of the *Plan* are held in a trust fund for which Bank of New York is the Trustee. Under no circumstances will any assets in the trust fund be recoverable by the Company until all *Plan* expenses and all *Plan* benefits have been paid or otherwise provided for.

Future of the Plan

Although FirstEnergy Corp. expects to continue the *Plan,* it reserves the right, subject to negotiation, to change or discontinue the *Plan,* in whole or in part, at any time. Such changes or discontinuation may apply, without limitation, to any or all of the benefit coverages or required contributions described in this summary. The right to amend or terminate the *Plan* applies regardless of whether you are active or retired. You are always entitled to your accrued benefits under the *Plan.*

For example, the *Plan* may be changed because of federal regulations, or it may be terminated for business reasons. If the *Plan* does terminate, you will be fully vested in your accrued benefit. In most cases, after government approval of *Plan* termination, you would receive a deferred annuity contract, with payments beginning when you reach retirement age. Effective January 1, 2007, your benefit will automatically be paid to you in a single payment when you terminate employment if the present value of your benefit is less than $1,000. If the present value of your benefit is at least $1,000 and less than $5,000, you have the option of electing an annuity starting as early as age 55 or an immediate payment of the present value of your benefit.

If the *Plan* ever terminates, we expect the Trust Fund to have enough money to pay the benefits of all participants. If for some reason there aren't enough funds, the funds available will be allocated first to provide benefits to participants who retired at least three years before termination, next to provide benefits guaranteed by the Pension Benefit Guaranty Corporation, then to pay other vested benefits, and finally to pay all other *Plan* benefits.

If the *Plan* should terminate, payment of your benefit will come only from *Plan* assets or from the Pension Benefit Guaranty Corporation.

Plan Termination Insurance

Your pension benefits under this *Plan* are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the *Plan* terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the *Plan* terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the *Plan* terminates; (2) some or all of benefit increases and new benefits based on *Plan* provisions that have been in place for fewer than 5 years at the time the *Plan* terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the *Plan* terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your *Plan* has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Governing Documents

In the case of a conflict between the description contained in this summary and the *Plan* documents, the *Plan* documents will govern. If you have any questions about any of the information in this summary plan description, please contact the Human Resources Service Center.

Required Legal Information

Under the employee Retirement Income Security Act of 1974 (ERISA), each employee is to be provided with certain details about benefit plans. This information is listed below. If you need additional information, please contact your Human Resources department or your local U.S. Department of Labor.

Plan Name

Seneca Bargaining Unit Retirement Plan

Plan Sponsor's Name and Address

FirstEnergy Generation Corp.
FirstEnergy Corp.
76 South Main Street
Akron, OH 44308

Plan Sponsor's Employer Identification Number (EIN)

EIN 34-18434785

ERISA Plan Number

001

Plan Year

January 1 to December 31

Type of Plan

Defined Benefit Pension Plan

Type of Administration

Trusteed

Plan Trustee

Bank of New York, Trustee
One Wall Street
New York, NY 10286

Plan Administrator and Agent for Service of Legal Process

The Plan Administrator is appointed by the Board of Directors. The name, business address, and business telephone number of the Plan Administrator is:

Retirement Board
Seneca Bargaining Unit Retirement Plan
FirstEnergy Corp.
76 South Main Street
Akron, OH 44308
330-384-5417

The Retirement Board, whose members are appointed by the Chief Executive Officer of FirstEnergy Corp. controls and manages the *Plan* in its discretion. The Retirement Board's powers include the power, in its discretion, to:

- Interpret the *Plan*,
- Construe or apply any of the *Plan's* provisions and
- Make all final determinations as to the rights of any person to benefits under the *Plan.*

The Retirement Board's interpretations, constructions and applications of the *Plan,* and its determinations as to the rights of any person to benefits under the *Plan,* are conclusive and binding except as may otherwise be provided by applicable law.

In the exercise of its powers, the Retirement Board may appoint one or more entities to administer benefit claims and payments made under the *Plan.*

The Plan Administrator has delegated the administration of benefit payments and claims to the FirstEnergy Executive Benefit & Capital Accumulation Department, which also has fiduciary responsibility with respect to the administration of those benefits. As such, FirstEnergy Executive Benefit & Capital Accumulation Department has been given the authority to interpret, construe, and apply the provisions of the *Plan* in determining the extent to which a claim will be paid. The Retirement Board is responsible for making determinations upon the appeal of a claim that has been denied.

Legal process may be served on the Plan Administrator or the Retirement Board at the above address, or, with respect to any matters relating to benefit payments and claims to the FirstEnergy Executive Benefit & Capital Accumulation Department.

Legal process may also be served on the trustee of assets held under the plans at the following address:

Bank of New York
One Wall Street
New York, NY 10286

Participating Employers and Identification Numbers

FirstEnergy Corp. EIN 34-1843785	Pennsylvania Electric Company EIN 25-0718085	FirstEnergy Generation Corp. EIN 34-1940561

Additions or deletions to the list of Participating Employers may be made at any time at the sole discretion of the Program Sponsor. An up-to-date listing of Participating Employers may be obtained from the Plan Administrator.

Participating Unions

The Seneca Bargaining Unit Retirement Plan is maintained pursuant to the collectively bargained agreements between participating companies and IBEW Local 459 Seneca. Any terms of the collective bargaining agreement as they relate to pension plan benefits are deemed to have been incorporated into the *Plan.* Participants or beneficiaries may request in writing to the plan administrator a copy of the collective bargaining agreements related to the *Plan.* In addition, collective bargaining agreements related to the *Plan* are available for examination at the Pennsylvania Electric Company offices in Johnstown, PA within ten calendar days following the day on which a request for disclosure at that location is made.

Statement of ERISA Rights

As a participant in the Seneca Bargaining Unit Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as plants or regional human resources offices, all documents governing the *Plan,* including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the *Plan* with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the *Plan* Administrator, copies of documents governing the operation of the *Plan,* including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the *Plan* now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The *Plan* must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit *Plan.* The people who operate your *Plan,* called ”fiduciaries” of the *Plan,* have a duty to do so prudently and in the interest of you and other *Plan* participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials and do not receive them for 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that *Plan* fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your *Plan,* you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA *or if you need assistance in obtaining documents from the Plan Administrator*, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration