

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
MID-ATLANTIC INTERSTATE TRANSMISSION, LLC

TABLE OF CONTENTS

	<u>Page</u>
Article 1. Organization.....	1
1.1 Formation of the Company; Term.....	1
1.2 Name	2
1.3 Purpose of the Company; Business.....	2
1.4 Registered Office; Registered Agent	2
1.5 Principal Place of Business.....	2
Article 2. Definitions.....	2
Article 3. Capitalization; Economics	3
3.1 Authorized Interests	3
3.2 Voting Rights	3
3.3 Capital	4
3.4 Capital Accounts	4
3.5 Allocation of Profits and Losses.....	4
3.6 Distributions.....	5
3.7 Tax Matters	6
Article 4. Management.....	6
4.1 Board of Managers.....	6
4.2 Authority of the Board	7
4.3 Notice of Board Meetings.....	7
4.4 Location of Board Meetings	7
4.5 Waiver of Notice of Meeting	7
4.6 Quorum; Required Vote	7
4.7 Voting; Proxies.....	8
4.8 Written Actions of the Board	8
4.9 Officers of the Company.....	8
Article 5. Powers and Duties of and Limitations on the Members.....	8
5.1 Rights of the Member	8
5.2 Limitations on the Rights of each Member.....	8
5.3 Limited Liability of each Member.....	8
5.4 Assignments and Transfers of Interests	8
5.5 Admission of Additional Members.....	9
5.6 Withdrawal.....	9
Article 6. Exculpation and Indemnification.....	9
6.1 Exculpation	9
6.2 Indemnification	9
Article 7. General.....	10
7.1 Dissolution.....	10
7.2 Winding Up and Liquidation	10
7.3 Entire Agreement; Amendment.....	11
7.4 Notices	11
7.5 Invalidity	11

7.6	Governing Law	11
7.7	Successors and Assigns.....	11
7.8	No Benefit of Third Parties.....	11
7.9	Construction.....	11
7.10	Counterparts.....	12

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
MID-ATLANTIC INTERSTATE TRANSMISSION, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”) of Mid-Atlantic Interstate Transmission, LLC, a Delaware limited liability company (the “*Company*”), is made and is dated January 31, 2017, by FirstEnergy Transmission, LLC, a Delaware limited liability company (“*FET*”), Pennsylvania Electric Company, a Pennsylvania corporation (“*PN*”) and Metropolitan Edison Company, a Pennsylvania corporation (“*ME*”, together with FET and PN, the “*Initial Members*” and individually, each a “*Initial Member*”). Unless the context otherwise requires, terms that are capitalized and not otherwise defined in context have the meanings set forth or cross-referenced in Article 2.

WHEREAS, FET has caused to be filed a Certificate of Formation of the Company with the Secretary of State of Delaware (the “*Secretary of State*”) to form the Company under and pursuant to the Law (as herein defined) on June 10, 2015 (the “*Formation Date*”);

WHEREAS, in connection with such formation, FET has entered into a Limited Liability Company Agreement of the Company dated as of June 10, 2015 (the “*Original LLC Agreement*”);

WHEREAS, pursuant to a contribution agreement between the Company and the Initial Members (the “*Contribution Agreement*”) dated as of the date hereof (the “*Contribution Date*”), each of the Initial Members contributed certain assets and/or cash in exchange for Interests in the Company; and

WHEREAS, in accordance with the Law, FET desires to enter into this Agreement with the other Initial Members to amend and restate the Original LLC Agreement in its entirety and to set forth the respective rights, powers and interests of the Initial Members with respect to the Company and their respective Interests therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, FET and the other Members, intending to be legally bound, hereby agree to amend and restate the Original LLC Agreement in its entirety as follows:

Article 1. Organization

1.1 Formation of the Company; Term. The Company is a limited liability company under the Law and is governed by this Agreement. The Company is an entity separate from the Members and the Managers (as defined below), created by the execution and filing of the certificate of formation of the Company with the Secretary of State of the State of Delaware.

Unless sooner dissolved and liquidated by action of the Members and the Managers, the Company is to continue in perpetuity.

1.2 Name. The name of the Company is: “Mid-Atlantic Interstate Transmission, LLC.”

1.3 Purpose of the Company; Business. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed within the State of Delaware, including, but not limited, to (a) design, engineer, site, acquire rights-of-way for, procure, permit, construct, commission, finance, own, operate and maintain certain transmission and interconnection facilities in the PJM Region; and (b) engage in any and all lawful activities directly or indirectly relating thereto, including incurring and guaranteeing indebtedness related to such activities.

1.4 Registered Office; Registered Agent. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Board (as defined below) may designate from time to time in the manner provided by the Law. The registered agent for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Board may designate from time to time in the manner provided by the Law.

1.5 Principal Place of Business. The principal place of business and mailing address of the Company is 76 S. Main Street, Akron Ohio 44308. The Company may also have offices at such other locations as the business of the Company may require. From time to time, the Board may change the principal place of business of the Company without reflecting the change in this Agreement.

Article 2. Definitions

“*Affiliate*” of any Person means any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.

“*Class*” means a specific group of Members owning an Interest in the Company having certain specific rights, powers, and duties as provided for under this Agreement.

“*Class A Interest*” means an Interest in the Company designated as a Class A Interest.

“*Class B Interest*” means an Interest in the Company designated as a Class B Interest.

“*Code*” means the United States Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder.

“*FirstEnergy*” means FirstEnergy Corp., an Ohio corporation, and the parent of the Initial Members.

“**Fiscal Year**” means the fiscal year of the Company for accounting and tax purposes, which shall begin on January 1 and end December 31 of each year or such other date as the Board shall determine from time to time, except for the short taxable years in the years of the Company’s formation and termination and as otherwise required by the Code.

“**Interest**” means any interest in the Company held by any Member, including the Class A Interests and the Class B Interests.

“**Law**” means the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time. Any reference to the Law automatically includes a reference to any subsequent or successor limited liability company law in the State of Delaware.

“**Member**” means (a) each Initial Member; and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Law, in each case so long as such Person is shown on the Company's books and records as the owner of any Interest. The Members shall constitute the "members" (as that term is defined in the Law) of the Company.

“**Person**” or “person” means any natural person and any corporation, firm, partnership, trust, estate, limited liability company or other entity resulting from any form of association.

“**PJM**” means PJM Interconnection, L.L.C., a regional transmission organization, or any successor entity.

“**PJM Region**” means the aggregate of the transmission control zones within the PJM geographic footprint.

Article 3. Capitalization; Economics

3.1 Authorized Interests. The Company shall be authorized to issue different classes of Interests, initially consisting of Class A Interests and Class B Interests. Except for the voting rights as set forth in Section 3.2, Class A Interests and Class B Interests shall have the same rights, preferences, privileges and obligations under this Agreement. The Board shall have the right to create additional classes of Interests from time to time; provided, this Agreement shall be amended by the Board to reflect the rights, preferences privileges and obligations of any such new Interests, subject to approval by the Members as set forth in Section 3.2.

3.2 Voting Rights. (a) In General. Except as otherwise required by applicable law, no Member shall have any voting rights except as otherwise expressly set forth in this Agreement.

(b) Management Control. Each Member holding Class A Interests shall have the sole authority to elect and remove the Managers and determine the size of the Board.

(c) Special Matters. Members holding Class A Interests or Class B Interests shall have equal voting rights with respect to the special matters delineated below. Without the prior written consent of the majority of the voting rights of the Members holding Class A Interests and Class B Interests, voting together as a class, the Company shall not: (a) voluntarily initiate any

liquidation, dissolution or winding up of the Company or permit the commencement of a proceeding for bankruptcy, insolvency, receivership or similar action against the Company; (b) sell, dispose of (whether by merger, sale of equity, recapitalization or otherwise) the Company or substantially all of the assets of the Company; and (c) amend, modify or waive any provision of this Agreement.

3.3 Capital. (a) Initial Capital Contributions. Contemporaneously with the execution of this Agreement and as set forth in the Contribution Agreement, each Initial Member has contributed certain assets and/or cash in exchange for Interests in the Company, as set forth opposite such Initial Member's name in Exhibit A hereto.

(b) Additional Capital Contributions. No Member shall be required to make additional capital contributions to the Company. Any additional capital contributions made by any Member shall only be made with the consent of the Board. The Company is to finance its operations independently of the Members and without the Members' financial support. The provisions of this Section 3.3(b) are intended solely to benefit the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company other than the Members (and no such creditor of the Company shall be a third party beneficiary of this Agreement). The Members shall not have a duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Section 3.3(b).

3.4 Capital Accounts. The Company shall maintain a capital account for each Member in accordance with this Section 3.4 and, to the extent the Company is treated as a partnership for federal income tax purposes, the capital accounts shall be maintained in accordance with the rules of United States Treasury Regulations Section 1.704-1(b)(2)(iv) promulgated under the Code. Each Member's capital account shall have an initial balance equal to the amount of cash or the net book value of the assets representing such Member's initial contribution to the capital of the Company, in each case, as set forth in Exhibit A hereto. Each Member's capital account shall be increased by the sum of (a) the amount of cash constituting additional contributions, if any, by such Member to the capital of the Company made in accordance with Section 3.3(b), and (b) any profits allocated to such Member's capital account pursuant to Section 3.5(a). Each Member's capital account shall be reduced (i) with respect to Members holding Class A Interests, by the sum of (1) the amount of cash and the higher of net book value and fair market value of any property distributed by the Company to such Member holding Class A Interests, and (2) any losses allocated to the capital account of such Member holding Class A Interests pursuant to Section 3.5(a) and (ii) with respect to Members holding Class B Interests, by the sum of (1) the amount of cash and the net book value of any property distributed by the Company to such Member holding Class B Interests, and (2) any losses allocated to the capital account of such Member holding Class B Interests pursuant to Section 3.5(a).

3.5 Allocation of Profits and Losses. (a) Book Allocations: The Company's profits and losses shall be allocated to the Members from time to time pro rata in accordance with each Member's capital account balance.

(b) Tax Allocations: In the event the Company is treated as a partnership for federal income tax purposes, each Member's distributive share of income, gain,

loss, deduction, or credit (or item thereof) shall be determined and allocated in accordance with Section 3.5(a) to the fullest extent permitted by Sections 704(b) and (c) of the Code. Likewise, as applicable for federal income tax purposes, any special allocations described in Section 3.5(c) will be made in accordance with Section 704 of the Code.

(c) Special Book Allocations.

(i) Qualified Income Offset. If any Member unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) and such adjustment, allocation or distribution causes or increases a deficit in such Member's capital account (a "*Deficit*"), items of gross income and gain for such Fiscal Year and each subsequent Fiscal Year shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit of such Member as quickly as possible; provided that an allocation pursuant to this Section 3.5(c) shall be made only if (and only to the extent that) such Member would have a Deficit after all other allocations provided for in this Section 3.5 have been tentatively made as if this Section 3.5(c)(i) were not in this Agreement. This Section 3.5(c) is intended to comply with the qualified income offset provision of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(ii) Other Special Allocations. Special allocations shall be made in accordance with the requirements set forth in the Treasury Regulations Sections 1.704-2(f), (g) and (j) (minimum gain chargeback), 1.704-2(g)(1) and (i)(5) (gross income allocation), 1.704-2(i)(2) (nonrecourse deductions), and to the extent that a Section 754 election is in effect, 1.704-1(b)(2)(iv)(m) (Section 754 adjustments).

(iii) Restorative Allocations. Any special allocations of items of income, gain, loss or deduction pursuant to this Section 3.5(c) shall be taken into account in computing subsequent allocations pursuant to this Agreement, so that the net amount for any item so allocated and all other items allocated to each Member pursuant to this Agreement shall be equal, to the extent possible, to the net amount that would have been allocated to each Member pursuant to the provisions of this Agreement if such special allocations had not occurred.

3.6 Distributions. (a) The Members shall not be entitled to interest on their capital contributions to the Company or have the right to distributions or the return of any contribution to the capital of the Company, except for distributions in accordance with this Section 3.6 or upon dissolution and liquidation of the Company in accordance with Sections 7.1 and 7.2. To the fullest extent permitted by the Law, the Members shall not be liable for the return of any such amounts. Notwithstanding any provision in this Agreement to the contrary, the Company shall not make a distribution to the Members on account of their respective Interests in the Company if such distribution would violate the Law or other applicable law.

(b) Distributions shall be made in cash to the Members of each Class pro rata in accordance with each Member's capital account balance, at the times and in the aggregate amounts determined by the Board.

3.7 Tax Matters. (a) Tax Classification. On the Formation Date, the Company was formed as a domestic limited liability company with a single Member, FET. On the Formation Date, the Company's default classification for federal income tax purposes was a disregarded entity, meaning that it was not treated as an entity separate from its owner for federal income tax purposes. As of the Contribution Date, the Company will have multiple Members. The default classification of a multiple owner limited liability company for federal income tax purposes is a partnership. However, the Members acknowledge that the Board has sole authority to cause the Company at any time (prior to, on, or after the Contribution Date) to make an election to be treated as a corporation for federal income tax purposes by filing IRS Form 8832. If the Company makes such an election, the Company will be treated as a corporation for federal income tax purposes regardless of the Company's classification under the Law or for accounting purposes. If the Company is treated as a corporation for federal income tax purposes, it will be included in the FirstEnergy consolidated federal income tax group and will compute its federal taxable income accordingly, and will participate as a member of the FirstEnergy tax allocation agreement. The Members acknowledge that the Board has sole authority to determine the Company's federal income tax classification and change such tax classification in accordance with the Code. The Members hereby agree to take any measures necessary (or, if applicable, refrain from any action) to ensure that the Company is treated in accordance with the applicable federal income tax classification deemed appropriate by the Board. The Board also shall cause the Company to make any elections under the Code and other relevant tax laws as to the treatment of items of the Company's income, gain, loss, deduction, and credit, and as to all other relevant matters, as it deems necessary or appropriate.

(b) Books and Records. Proper and complete records and books of account of the business of the Company required to be maintained by applicable law, including, but not limited to, the capital account of each Member, shall be maintained at the Company's principal place of business. Each Member and its duly authorized representatives may, for any reason reasonably related to its Interest as a Member of the Company, examine the Company's books of account and make copies and extracts therefrom at its own expense. The records of the Company shall be maintained for five years following termination of the Company or as otherwise required by applicable law. For any Fiscal Year in which the Company is treated as a partnership for federal income tax purposes, as soon as reasonably practicable after the end of such Fiscal Year, the Board shall cause the Company to prepare and send to each Member a statement of the amount of such Member's share in the Company's taxable income or loss for each year and information relating to the nature thereof, in sufficient detail to enable it to prepare its United States federal, state and other tax returns including, but not limited to, Internal Revenue Service Schedule "K-1," or any successor thereto. For any Fiscal Year in which the Company is treated as a partnership for federal income tax purposes, FET is specifically authorized to act as a "tax matters partner" under the Code and in any similar capacity under any law.

Article 4. Management

4.1 Board of Managers. (a) The Company shall be managed by a board of managers (the "**Board**") initially composed of three managers (each a "**Manager**" and collectively, the "**Managers**"). The initial Managers appointed by the Members holding Class A Interests are Charles E. Jones, James F. Pearson and Steven E. Strah. From time to time, the Members holding Class A Interests may elect additional Managers to serve on the Board.

(b) Each Manager is to serve until the earlier of his or her death, resignation or removal. Members holding Class A Interests may remove or replace a Manager at any time. Any Manager may resign at any time by delivering his or her written resignation to the Members holding Class A Interests.

4.2 Authority of the Board. (a) Except as specifically reserved to the Members in this Agreement or as provided by applicable law, the Board has all power and authority to manage, and to direct the management of, the business and affairs of the Company in the ordinary course of its business consistent with the Law. Approval by or action taken by the Board in accordance with this Agreement is the approval or action of the Company and is binding on each Member, Manager and the Company.

(b) The Board may delegate to the officers, other employees and agents of the Company the authority to conduct the business of the Company in the ordinary course, in accordance with this Agreement and any policy of delegation which may be adopted and revised from time to time by the Board. Any power not delegated by the Board remains with the Board.

4.3 Notice of Board Meetings. Regular meetings of the Board may be held at such times and places as may be fixed by the Board. Special meetings of the Board may be called by the president (if appointed), by the secretary (if appointed), or by any Manager. Notice of the time and place of a special or regular meeting of the Board is effective if delivered to each member of the Board by hand, mail, telecopy, telephone or electronic mail and received not less than one day prior to the time of such special meeting. Notices of special meetings of the Board are to identify the time, place, and purpose of the special meeting or the business to be transacted at the special meeting. The failure to specifically identify an action to be taken or business to be transacted does not invalidate any action taken or any business transacted at a special meeting.

4.4 Location of Board Meetings. Board meetings may be held at any location in the world. The Managers may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting is presence in person at the meeting.

4.5 Waiver of Notice of Meeting. Whenever notice of a Board meeting is required to be given, a written waiver of notice, signed by the Manager entitled to notice, whether before or after the time of the meeting, is equivalent to notice. Neither the business to be transacted at, nor the purpose of, any Board meeting need to be specified in any written waiver of notice thereof. A Manager's attendance at a meeting is a waiver of notice of that meeting, except when the Manager attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Quorum; Required Vote. A quorum for the transaction of business at any meeting of the Board shall consist of a majority of the Managers then in office. The vote of at least a majority of the Managers on the Board constitutes approval by, or the authorization of, the Board. No Manager on the Board is disqualified from acting on any matter because the Manager is interested in the matter to be acted upon by the Board.

4.7 Voting; Proxies. Each Manager on the Board has one vote. A Manager has no power to authorize another person to vote on behalf of the Manager, whether by proxy or other power of attorney.

4.8 Written Actions of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a majority of the Managers on the Board consents thereto in writing, and the writing or writings are filed by the Company Secretary with the minutes of proceedings of the Board.

4.9 Officers of the Company. (a) The Board may, but shall not be required to, appoint one or more individuals to serve as officers of the Company, assign powers and duties to such officers and set the compensation of such officers, if any.

(b) The officers of the Company may consist of a president, a secretary, a controller, a treasurer, and such other officers and assistant officers and agents as the Board shall deem necessary or advisable.

(c) Each officer shall serve until the earlier of his or her death, resignation or removal. The Board may remove or replace any officer at any time, with or without cause, by a vote of at least a majority of the members of the Board then in office. Any officer may resign at any time by delivering his or her written resignation to the Board.

(d) Unless otherwise specified elsewhere in this Agreement or by the Board from time to time, the officers of the Company will have such authority and perform such duties as are customarily incident to their offices.

(e) The Board shall authorize those individuals who will be responsible for signing documents necessary or advisable for the operation of the business.

Article 5. Powers and Duties of and Limitations on the Members

5.1 Rights of the Member. Each Member is entitled to have such rights and powers as are provided in this Agreement or by mandatory requirements of applicable law.

5.2 Limitations on the Rights of each Member. Subject to any mandatory requirements of applicable law, each Member (in its capacity as a Member) has no right to take any part whatsoever in the management and control of the ordinary business of the Company, sign for or bind the Company, compel a sale or appraisal of Company assets or sell or assign its interest in the Company except as provided in this Agreement.

5.3 Limited Liability of each Member. No Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

5.4 Assignments and Transfers of Interests. A Member may transfer all or any portion of its Interest in the Company and any and all rights and/or obligations associated therewith with the written consent of the Board. The transferee of an Interest shall be admitted to the Company as a Member upon its execution of a counterpart signature page to this Agreement,

or some other written instrument reasonably acceptable to the Board in which the Member agrees to be bound by the terms of this Agreement. If the transferring Member transfers all of its Interest, such admission shall be deemed effective immediately prior to the transfer and immediately following such admission, the transferor Member shall cease to be a member of the Company. Upon the admission of such transferor Member, the Board shall also adjust the capital accounts of all Members as necessary in accordance with Section 3.4.

5.5 Admission of Additional Members. In connection with the issuance of additional Interests by the Company, one or more additional Member(s) may be admitted to the Company as a Member with the written consent of the Board and upon execution of a counterpart signature page to this Agreement or some other document pursuant to which such additional Member agrees to be bound by this Agreement. Upon the admission of such additional Member, the Board shall also adjust the capital accounts of the Members as necessary in accordance with Section 3.4. The Company shall continue as a limited liability company under the Law after the admission of any additional Members pursuant to this Section 5.5.

5.6 Withdrawal. A Member shall not cease to be a Member as a result of the bankruptcy of such Member or as a result of any other events specified in the Law. A Member who continues to hold any Interest may withdraw from the Company only with the prior written consent of the Board. Otherwise, so long as a Member continues to hold any Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Interests, such Person shall no longer be a Member.

Article 6. Exculpation and Indemnification

6.1 Exculpation. To the full extent authorized or permitted by law (as now or hereafter in effect), no Manager of the Company (or any predecessor of the Company) shall be personally liable to the Company or the Members for monetary damages for any breach of fiduciary duty by such a Manager as a Manager. Notwithstanding the foregoing sentence, a Manager shall be liable to the extent provided by applicable law (a) for any breach of the Manager's duty of loyalty to the Company or its Members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (c) for any transaction from which the Manager derived an improper personal benefit. No amendment to or repeal of this Section 6.1 shall apply to or have any effect on the liability or alleged liability of any Manager of the Company for or with respect to any acts or omissions of such Manager occurring prior to such amendment or repeal.

6.2 Indemnification. (a) The Company shall indemnify to the fullest extent authorized or permitted by law (as now or hereafter in effect) any person made, or threatened to be made a party to or otherwise involved in any action or proceeding (whether civil or criminal or otherwise) by reason of the fact that he, his testator or intestate, is or was a Manager or officer of the Company or by reason of the fact that such Manager or officer, at the request of the Company, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity, against expenses reasonably incurred by him or her in connection

with the defense or settlement of such action if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, except in relation to matters as to which he or she is adjudged in such action or proceeding to be liable for negligence or misconduct in the performance of a duty owed to the Company. Nothing contained herein shall affect any rights to indemnification to which employees other than Managers and officers may be entitled by law. No amendment or repeal of this Section 6.2 shall apply to or have any effect on any right to indemnification provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

(b) Expenses incurred in defending any action or proceeding, civil or criminal, may be paid by the Company in advance of the final disposition of such action or proceeding notwithstanding any provisions of this Article to the contrary. But the Manager, officer, employee, or agent so defended shall repay such expenses to the Company if it is judicially determined that such Manager, officer, employee, or agent is not entitled to indemnification as provided in this Article.

(c) The Company may purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee or agent of the Company or was serving at the request of the Company as a Manager, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of the law. The Company may create a trust fund, grant a security interest and use any other means (including, without limitation, letters of credit, surety bonds and other similar arrangements), as well as enter into contracts providing for indemnification to the fullest extent authorized or permitted by law and including as part thereof any or all of the foregoing, to ensure the payment of such sums as may become necessary to effect full indemnification.

(d) The rights to indemnification conferred in this Section 6.2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Agreement or any agreement, any vote of Members or Managers or otherwise.

Article 7. General

7.1 Dissolution. The Company shall be dissolved only upon the first to occur of the following: (a) by action of the Members approving such dissolution; (b) at any time there is no Member of the Company unless the Company is continued in accordance with the Law; (c) the entry of a decree of judicial dissolution under Section 18-802 of the Law; or (d) as otherwise required by applicable law.

7.2 Winding Up and Liquidation. If the Company is required to wind up its affairs and liquidate its assets, it will first pay or make provision to pay all of its obligations as required by law and any assets remaining will be distributed to the Members pro rata in accordance with each Member's capital account balance.

7.3 Entire Agreement; Amendment. This Agreement is the entire declaration of the Members with respect to the subject matter hereof and will only be amended, subject to Section 3.2, by a writing duly signed by the Members that refers to this Agreement.

7.4 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if delivered in writing in person or by telecopy, facsimile, electronic mail or similar electronic means or sent by nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth in Exhibit A hereto, in the case of any Member, in Section 1.5, in the case of the Company, or at such other address as may hereafter be designated in writing by such party to the other parties. All such notices, requests, consents and other communications shall be deemed to have been received (a) in the case of personal delivery or delivery by telecopy, facsimile, electronic mail or similar electronic means, on the date of such delivery, (b) in the case of dispatch by nationally recognized overnight courier, on the next Business Day following such dispatch, and (c) in the case of mailing, on the fifth Business Day after the posting thereof.

7.5 Invalidity. In the event that any provision of this Agreement is invalid, the validity of the remaining provisions of the Agreement are not in any way to be affected thereby.

7.6 Governing Law. This agreement is governed by and is to be construed under the laws of the State of Delaware, without giving effect to its conflicts of laws rules.

7.7 Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors, executors, administrators, legal representatives, heirs and legal assigns and shall inure to the benefit of the parties and, except as otherwise provided herein, their respective successors, executors, administrators, legal representatives, heirs and legal assigns.

7.8 No Benefit of Third Parties. The provisions of this Agreement are intended only for the regulation of relations among the Members, the Managers and former or prospective members or managers of the Company. This Agreement is not intended for the benefit of any other Person.

7.9 Construction. The headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neutral gender, include all other genders. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Except when the context requires otherwise, any reference in this Agreement to a singular number shall include the plural. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole, including the Annexes, Exhibits and Schedules, as the same may be amended, supplemented or otherwise modified from time to time, and not to any particular subdivision unless expressly so limited. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope or intent of this Agreement or of any of its provisions. All references in this Agreement to any numbered Articles or Sections are, unless otherwise indicated, references to the Articles or Sections of this Agreement which are so numbered. All references to the numbered or lettered Annexes, Exhibits and Schedules are

references to the Annexes, Exhibits and Schedules so numbered or lettered which are appended to this Agreement, as such Annexes, Exhibits and Schedules may be amended, supplemented or otherwise modified from time to time. Such references to Annexes, Exhibits and Schedules are to be construed as incorporating by reference the contents of each Annex, Exhibit or Schedule, as applicable, to which such reference is made as though such contents were set out in full at the place in this Agreement where such reference is made.

7.10 Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile or other electronic signature. All counterparts shall be construed together and shall constitute one instrument.

[Signature on the Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

FIRSTENERGY TRANSMISSION, LLC

By: James F. Pearson
Name: James F. Pearson
Its: Executive Vice President and Chief
Financial Officer

PENNSYLVANIA ELECTRIC COMPANY

By: Steven R. Staub
Name: Steven R. Staub
Its: Vice President and Treasurer

METROPOLITAN EDISON COMPANY

By: Steven R. Staub
Name: Steven R. Staub
Its: Vice President and Treasurer

EXHIBIT A

Asset/Cash Contribution and Initial Member Interest

Initial Member	Asset/Capital Contribution and Value	Class of Interest (percentage)	Capital Account Balance (percentage)
FirstEnergy Transmission, LLC 5001 NASA Blvd., Fairmont, West Virginia 26554	\$36,715,869.77 ¹	Class A (100%)	5.00%
Pennsylvania Electric Company 5404 Evans Road, Erie, Pennsylvania 16509	\$420,922,535.36 ²	Class B (60.34%)	57.32%
Metropolitan Edison Company 2800 Pottsville Pike, Reading, Pennsylvania 19605-2459	\$276,678,990.35 ³	Class B (39.66%)	37.68%

¹ Determined as of December 31, 2016 and subject to increase; upon the Class B Member delivering the Closing Statement (as defined below), the Class A Member shall, as necessary, increase its Cash Contribution so that the Class A Member's capital account balance with the Company is equal to or greater than five percent.

² Determined as of December 31, 2016 and subject to adjustment; the Class B Members will deliver to the Company and Class A Member, no later than thirty (30) days after the Effective Date, the Class B Members' final determination of the net book value of the Property Contribution together with any corrections of Exhibit A, as of the close of business on the Effective Date (the "Closing Statement"). The Closing Statement shall be prepared on the same basis as Exhibit A hereto.

³ Id.