

**PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
SEPARATION ALLOWANCE BENEFITS PLAN
FOR NON-REPRESENTED EMPLOYEES
(Amended Effective September 22, 2008)**

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I ESTABLISHMENT, PURPOSE AND AMENDMENT OF THE PLAN

Public Service Enterprise Group Incorporated (the “Company”) previously established and presently maintains a separation allowance benefit plan, the Public Service Enterprise Group Incorporated Separation Allowance Benefits Plan for Non-represented Employees (the “Plan”), effective April 19, 2005, for certain employees who are not included within a unit of Employees covered by a collective bargaining agreement. The Plan was last amended, effective September 22, 2008, to revise the definition of “Key Manager” and to make other conforming changes.

II DEFINITIONS

The following terms shall have the following respective meanings for purposes of the Plan:

- 2.1 “Affiliate” means any corporation, trade or business if it or the Company are members of a controlled group of corporations, are under common control or are members of an affiliated service group, within the meanings of Sections 414(b), 414(c) and 414(m), respectively, of the Code. The term “Affiliate” shall also include any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.
- 2.2 “Break in Service” means any period of absence by an individual from employment by the Company or an Affiliate, other than any such period during which such individual is on an approved leave of absence or is entitled to reemployment under applicable law.
- 2.3 “Cause” means: (a) the willful, reckless or grossly negligent commission of an act or omission which has, has had, or is likely to have an adverse effect on the business, operations, financial condition or reputation of the Company or any Affiliate, or that compromises the safety of any person; (b) any act of fraud, embezzlement or theft by the employee in connection with his or her employment with the Employer; (c) the commission of a felony or any crime involving dishonesty or moral turpitude; (d) the failure to adhere to the Employer’s Standards of Integrity, or any other employment policy or procedure of the Employer, each as in effect from time to time; (e) a breach or threatened breach of any non-competition, non-solicitation, intellectual property or confidentiality covenant with the Employer; (f) insubordination or the refusal to perform or substantial disregard of the employee’s duties and responsibilities or any other lawful directive of an Employer; or (g) the failure to comply with the fitness for duty requirements of the Employer.
- 2.4 “Code” means the Internal Revenue Code of 1986, as amended.
- 2.5 “Company” has the meaning set forth in Article I.

- 2.6 “Effective Date” means April 19, 2005.
- 2.7 “Eligible Employee” means an employee designated on an Employer’s payroll as a full-time or part-time employee (including any employee designated on an Employer’s payroll as a full-time or part-time employee who is on a leave of absence) who has a Termination of Employment on or after the Effective Date of this Plan. Notwithstanding the preceding sentence, an Eligible Employee shall not include any (i) employee whose terms of employment are subject to a collective bargaining agreement, (ii) individual designated by an Employer as a temporary employee or other employee hired to work for a limited duration, leased employee, or independent contractor, even if a court or administrative agency determines that such individual is a regular common law employee, or (iii) individual who agrees to waive participation in the Plan.
- 2.8 “Employer” means the Company and each Affiliate which adopts this Plan for its employees, and any successors thereto.
- 2.9 “Key Manager” means, for the purposes of this Plan only, any Eligible Employee who is employed in a position rated as a grade 10 or higher.
- 2.10 “Participant” means each Eligible Employee who is participating in the Plan pursuant to Article III.
- 2.11 “Plan” has the meaning set forth in Article I.
- 2.12 “Plan Administrator” means the Employee Benefits Committee of the Company.
- 2.13 “Termination Date” means the effective date, as determined by the Employer, of an Eligible Employee’s Termination of Employment.
- 2.14 “Termination of Employment” means the involuntary termination of an Eligible Employee’s employment with the Employer due to a reduction in force or a reorganization of the Employer. A Termination of Employment also includes a cessation of an Eligible Employee’s employment in connection with a reduction in force or Employer reorganization where the only position offered to the Eligible Employee within the Company and Affiliates (i) would require the Eligible Employee to increase his or her one-way commuting distance by more than 50 miles, or (ii) is two or more grades below the level of the employee’s current position.

The following occurrences shall not constitute a Termination of Employment for purposes hereof: (a) an involuntary termination of employment for Cause, (b) a cessation of employment with an Employer as the result of the Eligible Employee’s death or disability (as defined in the Company’s long-term disability plan), (c) a cessation of employment in connection with the sale of the Eligible Employee’s Employer, line or unit of business of the Employer within which the Eligible Employee’s position is located, business function of the Employer within which the Eligible Employee’s position is located, or the assets related to the Employer, line or unit or business, or business function within which the Eligible Employee’s position is located, and the Eligible Employee accepts employment with the purchaser within 90 days of the closing of the

transaction in a position that has an annual rate of base salary that is at least 80 percent of the Eligible Employee's annual rate of base salary immediately prior to the closing of the sale.

- 2.15 "Waiver and Release" means a waiver and general release of claims against the Company and its Affiliates, substantially in the form of Exhibit A attached hereto, as may be modified by the Company from time to time in its sole discretion.
- 2.16 "Week of Base Salary" means (a) for a full-time salaried employee, the amount of the employee's annual rate of base salary as in effect immediately prior to individual's Termination Date divided by 52; and (b) for a full-time hourly employee or a part-time employee, the amount of the employee's hourly compensation rate as in effect immediately prior to such individual's Termination Date, multiplied by the employee's regularly scheduled hours (excluding overtime) for one week.
- 2.17 "Years of Service" means the number of twelve-month periods of employment credited to an Eligible Employee, beginning on the Eligible Employee's commencement of employment with the Company or an Affiliate and ending on the Eligible Employee's Termination Date. Years of Service shall exclude any period of an Eligible Employee's Break in Service. A Participant whose Termination of Employment occurs prior to the first anniversary of his or her commencement of employment with the Company or an Affiliate shall be deemed to have completed one Year of Service.

III PARTICIPATION

- 3.1 Termination of Employment. Each Eligible Employee who experiences a Termination of Employment shall become a Participant on the Eligible Employee's Termination Date; provided, however, that no benefits shall be payable under the Plan unless the employee remains employed by the Employer through his or her Termination Date and timely returns to his or her Employer an executed Waiver and Release, in the manner specified in Article V, that is not thereafter revoked within the applicable revocation period.

Subject to the provisions of Section 3.3, each Eligible Employee who becomes a Participant pursuant to this Section 3.1 shall remain a Participant until all the benefits to which such individual is entitled have been paid from the Plan.

- 3.2 Exclusion from Participation. Notwithstanding Section 3.1, an Eligible Employee shall be ineligible to participate in the Plan if the Eligible Employee accepts or has accepted separation or severance benefits under any other separation or severance plan, program, or arrangement maintained by the Employer with respect to the employee's Termination of Employment, or the Eligible Employee, as of the employee's Termination Date, has irrevocably agreed to separate under such plan, program, or arrangement.
- 3.3 Discontinuance of Payments. If an Eligible Employee who is a Participant accepts, after commencement of participation, another full-time or part-time position with the Company or an Employer commencing on or before the first anniversary of the

employee's Termination Date, he or she shall no longer be a Participant as of the date of acceptance of such position and no future payments shall be made under this Plan.

IV SEVERANCE BENEFITS

4.1 Severance Pay. Each Participant shall receive an amount of severance pay from his or her Employer calculated based upon the amount of the Participant's base salary, the number of Years of Service completed as of the Participant's Termination Date, and the Participant's job level, as indicated below:

- (a) Eligible Employees who are Key Managers
 - (i) **Less than Thirteen Years of Service:** If, as of the Participant's Termination Date he or she has completed fewer than thirteen Years of Service, the amount of severance pay shall equal 26 Weeks of Base Salary.
 - (ii) **Thirteen or More Years of Service:** If, as of the Participant's Termination Date, he or she has completed thirteen or more Years of Service, the amount of severance pay shall equal two Weeks of Base Salary for each Year of Service, up to a maximum of 52 Weeks of Base Salary.
- (b) Eligible Employees other than Key Managers
 - (i) **Less than Six Years of Service:** If, as of the Participant's Termination Date, he or she has completed fewer than six Years of Service, the amount of severance pay shall equal 12 Weeks of Base Salary.
 - (ii) **Six or More Years of Service:** If, as of the Participant's Termination Date, he or she has completed six or more Years of Service, the amount of severance pay shall equal two Weeks of Base Salary for each Year of Service, up to a maximum of 52 Weeks of Base Salary.

Severance pay will be paid in installments in accordance with the Employer's normal payroll practices, reduced by taxes and any other amounts that the Employer may be required under all applicable federal, state, local or other laws or regulations to withhold or pay over with respect to such payment or any other payments hereunder or any amount owed by the Participant to an Employer.

4.2 Annual Incentive Awards. A Participant shall receive a prorated annual incentive award pursuant to the performance incentive program, if applicable, for the calendar year in which the Participant's Termination of Employment occurs. The award shall be calculated based solely on 100 percent of the target incentive award and prorated based on the number of days of employment in the calendar year in which the participant's Termination of Employment occurs through the employee's Termination Date. Annual incentive awards with respect to the calendar year in which a Participant's Termination

Date occurs will be paid at the same time as awards for such calendar year are paid to active employees of the Employer.

- 4.3 Outplacement Services. Outplacement services approved by the Plan Administrator, which may include individual or group counseling and administrative assistance or workshops, shall be available beginning on the employee's Termination Date or such earlier date designated by the individual's business unit leadership. Outplacement services shall continue to be available for the period indicated below:

Job Level	Period of Services
Key Manager	Up to 12 months
Employees Other than Key Managers	Up to 6 months

- 4.4 Educational Assistance. The Employer shall reimburse 90 percent of the costs (up to a total of \$3,000) of tuition, required books and mandatory fees incurred for classes approved by the Plan Administrator that are successfully completed within two years after a Participant's Termination Date. "Successful completion" shall mean the attainment of a final course grade of "C" or better. Reimbursement will be made only upon the submission of bills or receipts in such form as the Plan Administrator may require.

- 4.5 Health Care Benefits.

Retiree Health Care Coverage. An Eligible Employee who has not otherwise satisfied the eligibility criteria for participation prior to his or her Termination Date, shall be entitled to elect retiree coverage under the Employer's applicable retiree group health care plans as though he or she otherwise satisfied such plans' eligibility requirements if:

- (a) the Participant has attained age 50 and completed ten or more Years of Service as of his or her Termination Date but the sum of the Participant's age and Years of Service is less than 80; or
- (b) the Participant has attained age 49 and completed 20 or more Years of Service as of his or her Termination Date but the sum of the Participant's age and Years of Service is less than 80.

Such coverage shall commence no earlier than the Participant's Termination Date. The Participant shall be charged the full cost of retiree coverage under these plans.

COBRA Continuation Coverage. Each Participant who is not eligible for, or does not elect, the retiree health care coverage described in subsection (a) above shall be entitled, pursuant to any continuation coverage rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), to continue individual and dependent coverage under the Company's group health care plans following the Participant's Termination Date. If continuation coverage is elected, the Employer shall

pay the same portion of the cost of medical coverage that it paid immediately prior to the Participant's Termination Date for active employees during the period that the Participant is receiving severance pay under Section 4.1, and the Participant shall pay the balance. The Participant shall be charged the full expense of medical coverage (102 percent of the cost of coverage) during the remainder of the statutory coverage period, if any, and the full expense of dental and (if applicable) vision and hearing coverage (102 percent of the cost of coverage) during the entire statutory coverage period.

- 4.6 Life Insurance. A Participant who is not eligible for coverage under the Employer's retiree life insurance plan shall be entitled, during the period that the Participant is receiving severance pay under Section 4.1, to life insurance coverage at the Employer's expense in an amount equal to the group term life insurance coverage in effect for such Participant under the Employer's group term life insurance plan for active employees as of his or her Termination Date.
- 4.7 Additional Payment for Termination of Employment Resulting from an Eligible Employee's Voluntary Offer to Participate in a Reduction in Forces. If an Employer or a business unit within an Employer offers an incentive to Eligible Employees to volunteer to be considered to be included in a reduction in forces, any Eligible Employee who becomes a Participant following his/her election to volunteer shall be paid an additional, one-time, lump sum payment equal to the amount provided for in his/her Employer's request for volunteers. Selection of any volunteer for participation in the reduction in forces shall be at the sole discretion of the Employer. Payment under this Section 4.7 shall be coincident with and subject to the same withholding as the first payment to the Participant under Section 4.1.
- 4.8 Other Benefits. A Participant shall not be entitled to any severance, separation or early retirement incentive pay or benefits other than as provided under the Plan or under any qualified or nonqualified retirement plan or deferred compensation arrangement maintained by the Employer; provided, however, that if, under the terms of a written offer of employment or employment agreement with the Company or an Affiliate ("Other Agreement"), an Eligible Employee is entitled to severance pay or other benefits which exceed the level of corresponding benefits under the Plan, the terms of such Other Agreement will control with respect to such benefits and, subject to such individual's execution of a Waiver and Release, except as otherwise specifically provided in such individual's Other Agreement, such individual shall also be entitled to become a Participant with respect to any form of benefits provided under the Plan that were not provided under such Other Agreement. Except as provided in the foregoing sentence, a Participant's rights under any other employee benefit plans maintained by the Company or an Affiliate shall be determined in accordance with the provisions of such plans, including the Company's right to amend or terminate such plans at any time.

V WAIVER AND RELEASE OF CLAIMS

An Eligible Employee shall not be entitled to the benefits described in Article IV unless, by the later of the Eligible Employee's Termination Date, or the date that is 45 days (as provided in the Waiver and Release for such employee) after the Eligible Employee is provided the Waiver and

Release, the Eligible Employee signs and submits to the Plan Administrator the Waiver and Release. An Eligible Employee may revoke such Waiver and Release by notifying the Plan Administrator of such revocation in writing at any time prior to the eighth day after such Waiver and Release is signed. An Eligible Employee who does not submit to the Plan Administrator a signed Waiver and Release or who revokes a Waiver and Release that has been submitted shall not be entitled to any of the benefits under the Plan.

VI METHOD OF FUNDING

Nothing in the Plan shall be interpreted as requiring the Employer to set aside any of its assets for the purpose of funding its obligations under the Plan. No person entitled to benefits under the Plan shall have any right, title or claim in or to any specific assets of the Employer, but shall have the right only as a general creditor of the Employer to receive benefits from the Employer on the terms and conditions provided in the Plan.

VII ADMINISTRATION OF THE PLAN

The Employee Benefits Committee of the Company is the Plan Administrator and a “named fiduciary” under the Plan for purposes of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Plan Administrator shall determine the rights of any employee or former employee of an Employer to any severance pay or benefits hereunder. The Plan Administrator has the sole and absolute discretion and authority to interpret and apply the provisions of this Plan to a particular circumstance, make all factual and legal determinations, construe uncertain or disputed terms and make eligibility and benefit determinations in such manner and to such extent as the Plan Administrator in its sole discretion may determine, including the absolute discretion and authority to make final eligibility determinations with respect to benefit claims and appeals pursuant to Article VIII.

The Plan Administrator shall promulgate any rules and regulations necessary to carry out the purposes of the Plan or to interpret the terms and conditions of the Plan; provided, however, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan. The rules, regulations and interpretations made by the Plan Administrator shall be applied on a uniform basis and shall be final and binding on any employee or former employee of the Company or Affiliate and any successor in interest of either.

The Plan Administrator may delegate any administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of severance pay and provision of severance benefits, to designated individuals or committees.

VIII CLAIMS PROCEDURE

Any Participant, employee or former employee of the Employer who believes that he or she is entitled to receive severance pay or other benefits under the Plan, including severance pay or benefits other than those initially determined by the Plan Administrator, may file a claim with the Plan Administrator. Such a claim shall be in writing and state the nature of the claim, the facts supporting the claim, the amount claimed and the address of the claimant. No later than 90 days after the receipt of the claim, unless special circumstances require an extension of time, the Plan Administrator shall either allow or deny the claim in writing. If special circumstances require an extension of time, the claimant shall be so advised in writing within the initial 90-day period and in no event shall such an extension exceed 90 days.

A denial of a claim, in whole or in part, shall be written in a manner calculated to be understood by the claimant and shall include:

- the specific reason or reasons for the denial;
- specific reference to pertinent Plan provisions on which the denial is based;
- a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- an explanation of the claim review procedure under the Plan and the time periods applicable to such procedure, including a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination upon review.

If a claim is denied, within 60 days after receipt of such denial a claimant (or his or her duly authorized representative) may request a review upon written application to the Plan Administrator. The claimant shall be informed, within the same 60-day period, that he or she:

- may be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claims for benefits; and
- may submit written comments, documents, records and other information relating to the claim for benefits to the Plan Administrator.

The review shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator shall notify the claimant of its decision on review within 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of a request for review. Notice of the decision on review shall be in writing, in

a manner calculated to be understood by the claimant, and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The Plan Administrator's decision on review shall be final and binding on any claimant or any successor in interest.

IX AMENDMENT OR TERMINATION OF THE PLAN

The provisions of the Plan shall remain in effect until such time as the Company amends, modifies, or terminates the Plan. While the Company intends to maintain the Plan indefinitely, it specifically reserves the right to amend, modify or terminate it at any time by written instrument; provided, however, that no amendment, modification or termination shall deprive any Participant of any payment or benefit that the Plan Administrator previously has determined is payable to such Participant under the Plan.

X MISCELLANEOUS

- 10.1 Code Section 409A Compliance. Notwithstanding anything in the Plan to the contrary, all Plan benefit obligations and payments are subject to guidance issued by the U.S. Department of Treasury under Section 409A of the Code. To the extent required, the Company may modify the separation allowance benefits payable hereunder to comply with such guidance.
- 10.2 Limitation on Rights. The Plan is limited to Eligible Employees, and shall have no application to any previous workforce reductions implemented by the Company or an Affiliate or to any voluntary terminations of employment.
- 10.3 Headings. Headings of sections in this instrument are for convenience only, and do not constitute any part of the Plan.
- 10.4 Severability. If any provision of this Plan or the rules and regulations made pursuant to the Plan are held to be invalid or illegal for any reason, such illegality or invalidity shall not affect the remaining portions of this Plan.
- 10.5 Governing Law. The Plan shall be construed and enforced in accordance with ERISA, and the laws of the State of New Jersey to the extent such laws are not preempted by ERISA.
- 10.6 Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Company and the other participating Employers and their successors and assigns, and shall be binding upon and inure to the benefit of a Participant and his or her legal representatives, heirs and assigns. No rights, obligations or liabilities of a Participant hereunder shall be assignable without the prior written consent of the Plan Administrator. If a Participant dies after he or she has signed the Waiver and Release in accordance with Article V, but prior to receipt of severance pay or benefits to which he or she is entitled hereunder, the severance pay described in Section 4.1, if applicable, shall be paid to his or her estate, and the Participant's dependents who are covered under the Company's

health care plans shall be entitled to continued rights under Section 4.5, provided that the estate or other successor of the Participant has not revoked such Waiver and Release.

EXHIBIT A

**PUBLIC SERVICE ENTERPRISE GROUP INCORPORATED
SEVERANCE BENEFIT PLAN**

WAIVER AND RELEASE

In exchange for the optional severance benefits to be provided to me under the Public Service Enterprise Group Incorporated Separation Allowance Benefits Plan for Non-Represented Employees (the "Plan"), which I acknowledge I am not otherwise entitled to receive and which is in addition to anything of value to which I am otherwise entitled, I knowingly and voluntarily agree to this waiver and release of claims ("Waiver and Release").

1. In signing this Waiver and Release, I hereby waive and release any and all claims that I may ever have had or that I now have against the following persons and organizations:
 - a. Public Service Enterprise Group Incorporated ("PSEG"), and all of its respective affiliates, successors and subsidiaries, whether wholly or partially owned (the "Released Parties"); and
 - b. Any and all officers, directors, employees, shareholders, plans, plan fiduciaries, and agents of any Released Party.
2. I understand and agree that, in signing this Waiver and Release, I am waiving and releasing any and all claims of whatever nature that I now have or that I may ever have had against the Released Parties, including but not limited to:

Any and all claims under the federal Age Discrimination in Employment Act, the Older Workers Benefits Protection Act of 1990, or other law, rule or regulation governing claims of age discrimination Title VII of the Civil Rights Act of 1964, as amended, including the Civil Rights Act of 1991; the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the Americans with Disabilities Act; the Family Medical Leave Act; the Fair Labor Standards Act; the OSHA Act; the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 USC § 2101, et seq.; the Employee Retirement Income Security Act of 1974, the Rehabilitation Act of 1973; the Energy Reorganization Act; the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey Wage and Hour Law, the Millville Dallas Airmotive Plant Job Loss Notification Act ("NJ WARN"); the New Jersey Conscientious Employee Protection Act, the New Jersey Domestic Partnership Act; any other federal, state or local statute, ordinance, rule or regulation governing my employment; and all other claims, past and present, for wrongful or constructive discharge, tortious wrongs, and all allegations based upon violation of any federal, state or local legislation or civil rights acts, as well as any claims arising from contract, libel and slander, public

policy, law, equity and all claims for wages, benefits, reemployment or reinstatement, monetary and equitable relief, punitive and compensatory relief and attorney's fees and costs.

3. Notwithstanding the foregoing, it is understood and agreed that I am not waiving:
 - a. Claims filed under any state workers' compensation law; or
 - b. Ordinary claims for accrued and vested benefits under PSEG's pension, savings, life and health care plans.
 - c. Any right that may arise after the date that this Agreement is executed.
 4. During the course of my employment, I may have had access to and become familiar with "Confidential Information" as defined below. I agree that I will not, directly or indirectly, disclose or use any Confidential Information entrusted to or obtained by me as a consequence of my employment with PSEG. All files, records, documents, or recordings, electronic or otherwise, containing or relating to Confidential Information, whether prepared by me or otherwise coming into my possession, shall remain the exclusive property of PSEG or its affiliates, subsidiaries and successors. I will return to PSEG any such confidential information in my possession (and any other PSEG property in my possession) no later than my separation date. As used herein, the term "Confidential Information" means all trade secrets, proprietary and confidential business information belonging to, used by, or in the possession of PSEG or any of its affiliates and subsidiaries, with respect to their respective business strategies, plans and financial information, Human Resources or personnel information, nuclear safety issues, trading positions and strategies, fuel procurement, customers, purchase or sale of assets or property, leasing, pricing, sales programs or tactics, actual or past sellers, purchasers, lessees, lessors or customers, those with whom PSEG or its affiliates and subsidiaries has begun negotiations for new business, costs, employee compensation, marketing and development plans, inventions and technology, and information systems, whether such Confidential Information is oral, written or electronically recorded or stored, except information in the public domain, information known to me prior to my employment with PSEG, and information received by me from sources other than PSEG or its affiliates and subsidiaries, without obligation of confidentiality.
 5. I acknowledge that I have no present or future right to seek employment with any Released Party. I agree that I will not in the future apply for employment, directly or indirectly, as an employee, consultant, temporary worker, independent contractor, or in any other capacity with the Company, its predecessors, successors, parents, affiliates, or subsidiaries, and that this Agreement will serve as a bar to any such application or future employment or service of any kind with the Company, its predecessors, successors, parents, affiliates, or subsidiaries. However, if in the future I am employed by an employer which thereafter acquires, is acquired by or becomes otherwise affiliated with the Company, my continued employment with said employer shall not be a violation of this agreement.
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6. I agree and understand that this Waiver and Release will be binding not only on me but also on my heirs, administrators, and assigns with respect to the claims covered by this Waiver and Release. As of the date of my signing of this Waiver and Release, I have made no assignment of any claims against any Released Party.
7. Nothing in this agreement shall be construed to prohibit me from communicating with or participating in any administrative proceeding before the Nuclear Regulatory Commission (“NRC”), the Securities and Exchange Commission (“SEC”), or the Equal Employment Opportunity Commission (“EEOC”). However, I acknowledge, that I am specifically waiving my rights to any personal recovery in any such proceeding before the NRC, SEC, or EEOC, including but not limited to, lost wages and benefits, prospective lost wages (front pay), damages for emotional distress, punitive damages, reinstatement or other personal equitable relief, attorneys’ fees or costs.
8. To the extent permitted by applicable law, I covenant that I will not at any time hereafter provide support or assistance, directly or indirectly, to others in connection with any action, suit or proceeding brought by any other current or former PSEG employee or any affiliated, related, parent, successor or subsidiary corporation(s) of PSEG. I recognize that this covenant does not preclude me from testifying or otherwise giving evidence in a proceeding before a court or agency under compulsion of law..
9. This Waiver and Release shall be governed by the laws of the State of New Jersey, to the extent such laws are not preempted by applicable federal law.
10. I acknowledge that, at the time I was given this Waiver and Release, I was informed in writing by my employer that I had at least forty-five days in which to consider whether I would sign this Waiver and Release. I also acknowledge that, at the time I was given this Waiver and Release, I was informed in writing that I should consult with an attorney before signing this Waiver and Release. I have had an opportunity to consult with an attorney and have either had such consultations or have made a knowing, voluntary and uncoerced decision to sign this agreement without consulting with legal counsel.
11. Finally, if I am age forty or older, I acknowledge that, at the time I was given this Waiver and Release, I was informed in writing of the class, unit or group of individuals covered by this offering, any eligibility factors for the program and any applicable time limits, as well as the job titles and ages of all individuals eligible or selected for this offering and the ages of all individuals in the same job classification or organizational unit who are not eligible for or were not selected for the offering.

I acknowledge that I have been advised to seek the advice of an attorney concerning the terms and conditions of this Agreement, and understand that while I may execute this Agreement as soon as I wish, he is afforded a 21-day period in which to consider it prior to signing. By signing this Agreement, I further agree that I have carefully read it and fully understands its terms. I also understand that I may revoke this Agreement as to any claims I may have under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act of 1990, by serving upon the Company written notification of the decision to revoke the release *no later than seven days after signing below*. I understand that this Agreement will

become valid, binding, and enforceable unless the Company physically receives written notification of his revocation no later than seven days after the date signed below. Any such revocation must be delivered to PSEG. I acknowledge that I have been given forty-five (45) days to sign this Waiver and Release from the date I was provided with a copy of this Waiver and Release and the summary plan description for the Plan. I further acknowledge that I may use as much, or as little, of this 45-day period as I choose. If I decide to sign the Waiver and Release prior to the expiration the 45-day period, I have done so out of my own free will and absent any threat or misrepresentation by PSEG or any of its employees, agents or representatives. I acknowledge that I have been informed that I may revoke my acceptance of this Waiver and Release by delivering a letter to the Vice President - Compensation and Benefits, Public Service Enterprise Group Incorporated, 80 Park Plaza, MC 21, Newark, New Jersey 07101 within seven (7) days of the date of my signature. I understand that this Waiver and Release will not become effective until the eighth day following my signature. I understand and intend that, in the event that I do not revoke my acceptance of this Waiver and Release within the seven-day period described in this paragraph, this Waiver and Release will be legally binding and enforceable.

Name (Print)

Signature

Date
