

RECORDATION NO. 8121-2 Filed & Recorded

COUNTYPART 7
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INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 1, 1975, between GSCX SECOND EQUIPMENT CORPORATION (hereinafter called the Lessor), and THE CLEVELAND ELECTRIC ILLUMINATING COMPANY (hereinafter called the Lessee).

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment dated as of November 1, 1975 (hereinafter called the Lease);

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 17, 1975, at 1:35 p.m., and was assigned recordation number 8121-A;

WHEREAS the Lease was filed and recorded with the Secretary of State of the State of Ohio on November 17, 1975, at 1:56 p.m. and was assigned recordation number CM975008.

WHEREAS the parties hereto now desire to amend the Lease;

WHEREAS Mellon Bank, N.A., as Trustee under an Equipment Trust and Security Agreement dated as of November 1, 1975, has given its prior written consent to this Amendment Agreement as evidenced by such consent attached hereto; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended by deleting page 26 therefrom and restating said page 26 in its entirety as set forth in Schedule A hereto.

2. The Lessor will cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease and the Lessor and the Lessee will comply with the provisions regarding the furnishing of opinions of counsel contained therein.

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

4. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Trustee shall be deemed to be the original and all other counterparts shall be deemed to be duplicates thereof. Although for convenience this Amendment Agreement is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day

and year first above written.

GSCX SECOND EQUIPMENT CORPORATION,

by

JAM. Novitzky
President

[Corporate Seal]

Attest:

[Signature]
Secretary

THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY,

by

Richard A. Mella
Vice President

[Corporate Seal]

Attest:

[Signature]
Secretary

income from sources within the United States, and (iii) required to include in gross income the amount of any Additional Expenditures (as that term is defined in Subsection F hereof).

(D) The Lessee represents and warrants that (i) all the Units constitute property the entire Basis of which qualifies for the 10% Investment Credit under Section 50 of the Code; (ii) at the time the Lessor becomes the owner of the Units, the Units will constitute "new section 38 property" within the meaning of section 48(b) of the Code, and at the time the Lessor becomes the owner of the Units, the Units will not have been used by any person so as to preclude "the original use of such property" within the meaning of sections 48(b) and 167(c)(2) of the Code from commencing with the lessor; (iii) at all times during the term of this Lease, each Unit will constitute "section 38 property" within the meaning of section 48(a) of the Code; and (iv) none of the Units will be "used predominantly outside the United States" within the meaning of section 48(a)(2) of the Code. The Lessee shall not be liable under its representations and warranties set forth in this § 17 for any loss to the Lessor to the extent such loss is recovered by the Lessor as a part of any Casualty Value paid by the Lessee pursuant to § 6 hereof or if such loss occurred as a direct result of the occurrence of any of the events described in clauses (ii), (iii), (iv) or (v) of Subsection (E) of this § 17.

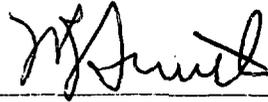
(E) If for any reason whatsoever (subject to the limitations set forth in the last sentence of Subsection (K) of this § 17 and other than for the reasons set forth below) all or any part of the ADR Deduction, the Interest Deduction or the Investment Credit with respect to any Unit shall be unavailable in computing each of the items of income, gain, loss, deduction or credit of the Beneficiary, then the rental applicable to such Unit set forth in § 2 hereof shall, on the next succeeding rental payment date after written notice to the Lessee by the Lessor of such fact, be increased by such amount as shall, in the reasonable opinion of the Beneficiary, cause the Beneficiary's net after-tax annual cash flow and net after-tax rate of return to be increased by the portion of such net after-tax annual cash flow and net after-tax rate of return lost by the Beneficiary as a result of the unavailability of the ADR Deduction, the Interest Deduction or the Investment Credit; provided, however, that such rental shall not be so increased to the extent that the ADR Deduction, the Interest Deduction or the Investment

PRIOR WRITTEN CONSENT

Mellon Bank, N.A., as Trustee under an Equipment Trust and Security Agreement dated as of November 1, 1975, hereby gives its written consent to the Amendment Agreement dated as of December 1, 1975, between GXCX Second Equipment Corporation and The Cleveland Electric Illuminating Company with respect to the Lease (as defined in said Amendment Agreement), in the form to which this Consent is attached.

MELLON BANK, N.A.,
as Trustee,

by

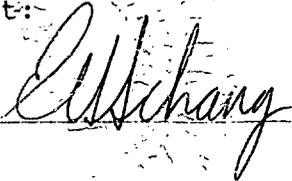


Title: VICE PRESIDENT

Date: JAN 5 1976

[Corporate Seal]

Attest:



STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this *13* day of *January* 197*6*, before me personally appeared *Richard A Miller*, to me personally known, who, being by me duly sworn, says that he is the Vice President of THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Craig I. Smith

Notary Public

CRAIG I. SMITH, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

My Commission expires