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REGISTRATION NO. \_\_\_\_\_ FILED 1425

FEB 28 1992 -2 00 PM

LEASE SCHEDULE NO. 00001

INTERSTATE COMMERCE COMMISSION

TO

MASTER LEASE AGREEMENT NO. 0354187 (the "Lease")

Between First Fidelity Leasing Group, Inc. as Lessor and GPUSC as agent for Lessee

1. Equipment:

| Quantity | Machine    | Model/Feature | Description | Manufacturer |
|----------|------------|---------------|-------------|--------------|
| 1        | Locomotive | SW 900        |             | E.M.D.       |

2. Equipment Location: Portland, PA

3. Mileage allowance for returned equipment shall be defined as within 1000 miles of the initial equipment location.

4. Installation Date:

If this space is not completed, the Installation Date shall be:

- (a) in the case of Equipment which is the subject of a sale and leaseback between Lessor and Lessee, the date upon which Lessor purchases such Equipment from Lessee; or
- (b) in the case of Equipment requiring installation, the earlier to occur of the following: (i) the date of installation as properly determined by the manufacturer or maintenance organization or (ii) the seventh (7th) day following delivery of the Equipment to the location set forth in Paragraph 2 hereof.

5. Commencement Date: 2/10/92 Expiration Date: 2/10/97

6. Initial Term: 60 Months.

7. Monthly Rental:  $\$3,542.00$  (59)  
 $\$3,543.00$  (1)

The monthly rental set forth in this paragraph is conditioned upon Lessor acquiring the Equipment for a purchase price of \$173,858.26 The monthly invoices will reflect a monthly rental equal to .020372 times the purchase price of each piece of equipment.

8. Master Lease Agreement:

All of the terms, covenants and conditions set forth in the Master Lease Agreement are incorporated herein by reference as if the same had been set forth herein full.

Lease Schedule No. 00001  
to Master Lease Agreement No. 0354187

9. Renewal of Lease:

The initial term of this lease for the Equipment shall be automatically extended for successive monthly periods until terminated by either party giving to the other not less than two months prior written notice of termination, or Lessee exercises its option pursuant to Article 12 or 21.

10. Purchase Option:

Upon conclusion of the term of the Schedule, Lessee, at its option, may purchase the Equipment listed herein for:

The Fair Market Value of the Equipment pursuant to Article 12, Purchase Option A; or

The sum of one dollar (\$1.00) pursuant to Article 12, Purchase Option B

First Fidelity Leasing Group, Inc.

LESSOR:

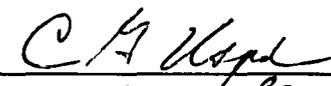
By: 

Title: VICIPRESIDENT

Date: 2/10/92

Metropolitan Edison Company

LESSEE:

By: 

Title: MANAGER - PROCUREMENT

Date: 2/11/92

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF Philadelphia \_\_\_\_\_:

On this 14th day of February, 1992, before me, the undersigned officer, personally appeared David J. Kovacs

\_\_\_\_\_ who acknowledged himself to be the Vice President of First Fidelity Leasing Group, Inc., a corporation, and that he as Vice President being authorized to do so, executed the foregoing Lease Schedule No. 00001 for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL  
KATHLEEN F. ARMSTRONG, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires August 28, 1995

