

PARTICIPATION AGREEMENT
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TENANCY IN COMMON
PARTICIPATION AGREEMENT
SUSQUEHANNA

This AGREEMENT, entered into this 18th day of March, 1977, by and between Pennsylvania Power & Light Company (hereinafter PL), an electric public utility corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with its corporate headquarters at Two North Ninth Street, Allentown, Pennsylvania 18101 and Allegheny Electric Cooperative, Inc. (hereinafter AE), an electric cooperative corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with its corporate headquarters at 2929 North Front Street, Harrisburg, Pennsylvania 17110.

WHEREAS, PL owns certain land located in Salem Township, Luzerne County, Pennsylvania, which it uses as a site for the purpose of constructing and will use to operate electric generating facilities and facilities appurtenant thereto designated as Susquehanna; and

WHEREAS, PL plans to construct and operate two nuclear generating units at such site, each with a capability estimated at a net rating of 1050 megawatts and to be designated Susquehanna Unit #1 and Susquehanna Unit #2, Susquehanna Unit #1 currently scheduled to be placed in contract operation in November 1980 and Susquehanna Unit #2 currently scheduled to be placed in commercial operation in May 1982; and

WHEREAS, PL is a public utility engaged in the generation, transmission and distribution of electric power and energy in the Commonwealth of Pennsylvania, and AE is engaged in the sale of electric power and energy to its members in the Commonwealth of Pennsylvania and the State of New Jersey; and

WHEREAS, AE intends to purchase and PL intends to sell a ten percent (10%) undivided ownership interest in Susquehanna, as hereinafter defined, subject to the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the premises and covenants herein contained, PL and AE, intending to be legally bound hereby, mutually agree and promise as follows:

Article I: Definitions

For the purpose of this Agreement the following terms shall have the following meanings:

ACTUAL CONSTRUCTION COSTS SUBSEQUENT TO CLOSING	Amounts actually recorded by PL on its accounting books and records for Construction Costs subsequent to Closing during any particular period.
AGREEMENT	This Tenancy in Common Participation Agreement.
ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION	The Allowance for Funds Used During Construction of Susquehanna as recorded in PL's or AE's accounting books and records as the case may be. For PL, Allowance for Funds Used During Construction is intended to include the terms Allowance for Funds Used During Construction, Interest Charged to Construction, Interest During Construction, Allowance for Other Funds Used During Construction or Allowance for Borrowed Funds Used During Construction as defined in the Uniform System of Accounts For Class A and B Utilities as may be amended from time to time. For AE, Allowance for Funds Used During Construction is intended to include the terms Allowance for Funds Used During Construction, Interest Charged to Construction, Interest During Construction, as defined in the Uniform System of Accounts Prescribed for Electric Borrowers of the Rural Electrification Administration as may be amended from time to time.
BUSINESS DAY	Any day other than a Saturday or Sunday or a day on which banking institutions in the Commonwealth of Pennsylvania are required by law not to transact banking business.
CLOSING	As defined in Article VI of this Agreement.

CONSTRUCTION COSTS

Payments made or costs incurred (excluding Allowance For Funds Used During Construction) either prior to or subsequent to Closing and Second Closing by or for the account of PL in respect of Susquehanna in connection with the acquisition, design, construction, placing into Contract Operation of Susquehanna and capital additions or removals after Contract Operation of Susquehanna and shall include without limitation:

1. All costs and expenses incurred in connection with all temporary facilities, all land and land rights as conveyed by PL to AE pursuant to the Deed attached hereto as Exhibit A, and all land and land rights as may be acquired, all structures and improvements thereon, and all equipment; and
2. All costs of labor and services performed or rendered, together with related overhead costs; and
3. All costs associated with the acquisition of materials, supplies, machinery, construction equipment, all other equipment, and apparatus acquired or used (including rental charges for machinery, equipment, or apparatus hired); and
4. All costs associated with nuclear fuel, nuclear fuel fabrication, nuclear fuel transportation, nuclear fuel storage, exploration for nuclear fuel, and other matters related to nuclear fuel; and
5. All costs recorded by PL on its accounting books and records prior to Closing in connection with the preliminary engineering of Susquehanna; and
6. An amount of PL's administrative and general expenses incurred subsequent to February 28, 1977, reasonably

attributable to Susquehanna including but not limited to all costs necessary to obtain regulatory, governmental, or other approvals related to Susquehanna; and

7. All payroll expenses incurred by PL including but not limited to the costs of social security taxes, unemployment insurance expense, and other payroll taxes, group life insurance, group hospitalization, medical insurance, time off with pay, pension plan and other employee benefit plan contributions, workmen's compensation, long-term disability insurance, health insurance, accident and dismemberment insurance, and all other fringe benefits accruing to PL's employees or personnel; and

8. Overheads normally incurred by PL in performing plant construction work reasonably attributed to Susquehanna; and

9. Sales taxes and real estate taxes; and

10. An equitable allocation of all costs of owning (including depreciation) and operating auxiliary supporting facilities of PL which enure to the benefit of Susquehanna.

AE shall be entitled to an equitable financial credit for any item which was or will be purchased or leased for the benefit of Susquehanna, but which item was or will be used either in whole or in part by PL other than for the benefit of Susquehanna, either on a temporary or on a permanent basis, and such equitable credit shall be an adjustment to Construction Costs for the period during which such item is not used for the benefit of Susquehanna.

CONSTRUCTION COSTS SUBSEQUENT TO CLOSING	Construction Costs recorded by PL on its accounting books and records subsequent to Closing.
ESTIMATED CONSTRUCTION COSTS SUBSEQUENT TO CLOSING	Amounts which PL reasonably expects to record on its accounting books and records for Construction Costs subsequent to Closing during any particular period.
MAJOR CONTRACTS	Those contracts listed on Exhibit D of this Agreement.
OPERATING AGREEMENT	A certain agreement dated March 18, 1977 by and between PL and AE in respect of the operation of Susquehanna.
OPERATING COSTS	As defined in the Operating Agreement.
PARTIES	PL and AE.
PARTY	Either PL or AE.
SECOND CLOSING	As defined in Article VI of this Agreement.
SUSQUEHANNA	As defined in Article II of this Agreement.
SUSQUEHANNA ADDITIONS	As defined in Article II, Subpart B of this Agreement.
SUSQUEHANNA PROJECT	As defined in Article II, Subpart B of this Agreement.
TRANSFeree	Transferee, grantee, purchaser, successor, assignee.

(End of Article I)

Article II: Sale of an Undivided Ten Percent (10%)
Interest in Susquehanna Project

At Second Closing PL shall sell and convey, and AE shall purchase and accept, a ten percent (10%), undivided ownership interest in Susquehanna Project and in Susquehanna Additions under and subject to the terms and conditions as herein specifically set forth. PL, as owner of a ninety percent (90%) undivided ownership interest in Susquehanna, and AE, as owner of a ten percent (10%) undivided ownership interest in Susquehanna shall each have ninety percent and ten percent, respectively, of the power and energy output of Susquehanna.

A. 1. Conveyance shall be conveyance [subject to (a) the easements and rights granted by PL at or prior to the time of conveyance; (b) all restrictions of record; and (c) the easements and rights reserved by PL at or prior to the time of conveyance, all of which are specifically set forth in the Deed the form of which is attached hereto as Exhibit A and made a part hereof] of a ten percent (10%) undivided ownership interest in Susquehanna Project and Susquehanna Additions to AE, as grantee, with PL reserving to itself a ninety percent (90%) undivided ownership interest in Susquehanna Project and Susquehanna Additions, it being expressly understood and agreed that AE and PL shall hold their respective undivided ownership interests in Susquehanna Project and Susquehanna Additions (and their respective undivided ownership interests in Susquehanna), as tenants in common, under the laws of the

Commonwealth of Pennsylvania, subject to Article II, Subpart A(2) of this Agreement. Said conveyance shall be a conveyance made by Deed, substantially in the form of Exhibit A attached hereto, it being expressly understood and agreed that AE shall join in the Deed as grantee, and by Bill of Sale, substantially in the form of Exhibit B, attached hereto and made a part hereof, in which AE shall join as purchaser subject to Article IV of this Agreement.

2. The tract of land, as specifically described in Exhibit A, together with all appurtenances and improvements thereon, and together with all other on-site and off-site facilities included in Susquehanna Project and Susquehanna Additions, shall not, during the period hereinafter specified, be subject to any partition or sale for division, either voluntary or involuntary, by either judicial or nonjudicial action. All right to effect such partition or sale for division is hereby waived, surrendered and released by the Parties hereto as tenants in common; and the said waiver, surrender and release: (a) shall be binding upon and enure to the benefit of each tenant in common and its respective successors and assigns, and the mortgagees, receivers, trustees and other representatives of the respective tenants in common and their respective successors and assigns and shall run with the land; (b) shall be applicable not only to the land described in Exhibit A, and the property conveyed pursuant to the Bill of Sale described in Exhibit B together with all appurtenances and improvements thereon, but shall also be applicable to all



improvements hereafter constructed by PL and AE as tenants in common on the land described in Exhibit A hereto; (c) shall be effective during the period commencing with the date of the execution and delivery of the Deed as contemplated in Article II, Subpart A(1) hereof and continuing after the completion and commencement of the operation in the public service of Susquehanna and during the useful life of Susquehanna for the generation of electric energy except that if at any one or more times during the said period all tenants in common then owning undivided interest in the aforesaid property and improvements by appropriate instrument executed and delivered by all such tenants in common, shall dispose of and convey any portion thereof or interest therein, said covenant, waiver, surrender and release shall, upon such delivery, cease to be binding with respect to such portion or interest so disposed of and conveyed, but shall nevertheless remain effective during the aforesaid period with respect to the balance of said property and improvements not so disposed of and conveyed; and (d) shall not, and is not intended to, prohibit or limit in any way the right of each tenant in common at any time owning an undivided interest in said property and improvements (including each Party to this Agreement), to sell, convey, mortgage and otherwise freely transfer and alienate its own respective undivided ownership interest therein, either in whole or in part, subject, however, to the terms and conditions of this Article II, Subpart A(2) and Article X of this Agreement.



B. Susquehanna Project is and shall include PL's rights and interests in that property listed on Exhibit M, attached hereto and made a part hereof, all of which were acquired by PL prior to Closing, it being expressly understood however that any property included in Susquehanna Project regardless whether said property is tangible or intangible, if not physically located on the land described on Exhibit A must be specifically designated by PL as being part of Susquehanna Project, provided that all property required for the operation of Susquehanna Project shall be so designated by PL.

Susquehanna Additions is and shall include PL's rights and interests in that property listed on Exhibit M, attached hereto and made a part hereof, all of which were acquired by PL during the period beginning at Closing and ending at Second Closing, it being expressly understood however that any property included in Susquehanna Project regardless of whether said property is tangible or intangible, if not physically located on the land described on Exhibit A must be specifically designated by PL as being part of Susquehanna Additions, provided that all property required for the operation of Susquehanna Additions shall be so designated by PL.

Susquehanna is and shall include Susquehanna Project, Susquehanna Additions and all of PL's and AE's rights and interests in that property listed on Exhibit M, attached hereto and made a part hereof, acquired or to be acquired by PL and AE as tenants in common subsequent to Second Closing, it being expressly understood however that any property included in Susquehanna acquired



subsequent to Second Closing regardless of whether said property is tangible or intangible, if not physically located on the land described in Exhibit A must be specifically designated by PL as being part of Susquehanna, provided that all property required for the operation of Susquehanna shall be so designated by PL.

It is understood by the Parties hereto that PL currently owns leasehold estates or leasehold interests in some items which have been or are to be specifically included for construction or use as part of Susquehanna. When PL's interest is that of a leasehold estate or a leasehold interest, PL will convey to the extent permitted by law, and to the extent permitted by the terms and conditions under which PL holds its leasehold estate or leasehold interest, and subject to Subparts D and E hereof, a ten percent (10%) undivided ownership interest in such leasehold estate or leasehold interest. To the extent that PL is not permitted by law or by terms and conditions under which PL holds its leasehold estate or leasehold interest to convey a 10% undivided ownership interest in said leasehold estate or leasehold interest to AE, PL shall assure that AE receives from PL its proportionate share of all the benefits of said leasehold estates and leasehold interests and AE shall receive its proportionate share of the obligation of said leasehold estates and leasehold interests.

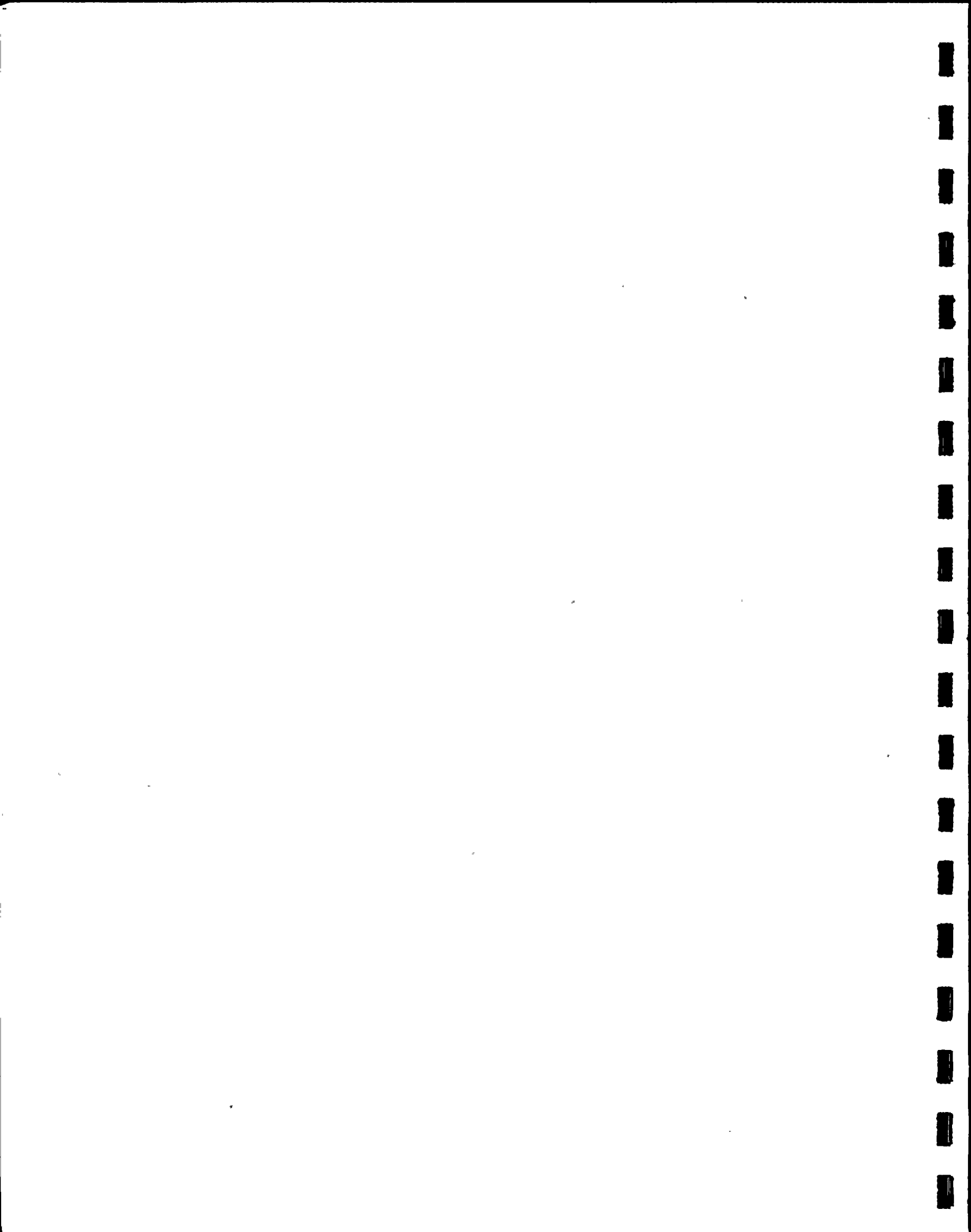
C. AE hereby acknowledges that it has reviewed the provisions of the Major Contracts to which PL is a party (as set forth on Exhibit D attached hereto and made a part hereof), concerning

the supply of equipment and materials and the rendition of services, in respect of Susquehanna. PL represents that it has made available to AE all Major Contracts.

D. It is understood by the Parties hereto that AE may not become an assignee of one or more contracts, leases, or agreements in respect of Susquehanna, entered into by PL. AE nevertheless hereby agrees to pay to PL ten percent (10%) of all costs associated with said contracts, leases, and agreements, and AE shall receive its proportionate share of all the obligations of said contracts, leases and agreements, and PL shall assure that AE receives from PL its proportionate share of all the benefits of said contracts, leases and agreements received by PL, as if AE were an assignee of such contracts, leases and agreements.

E. Nothing in this Article shall be interpreted in such a manner as to make PL a breaching or defaulting party pursuant to the terms of any contract, lease or agreement entered into by PL in respect of Susquehanna. If PL assigns a ten percent (10%) interest in any contract, lease or agreement to AE and subsequent to that assignment it is determined that such assignment would cause PL to be a breaching or defaulting party under that assigned contract, lease or agreement, then such assignment shall be null and void as of the date of said assignment.

(End of Article II)



Article III: Deposit and Payment

A. At Closing, AE shall pay to PL, pursuant to the terms set forth in this Article III, Subpart C, the Deposit on the Purchase Price. The Deposit on Purchase Price is \$61,910,284.43 which is composed of the following:

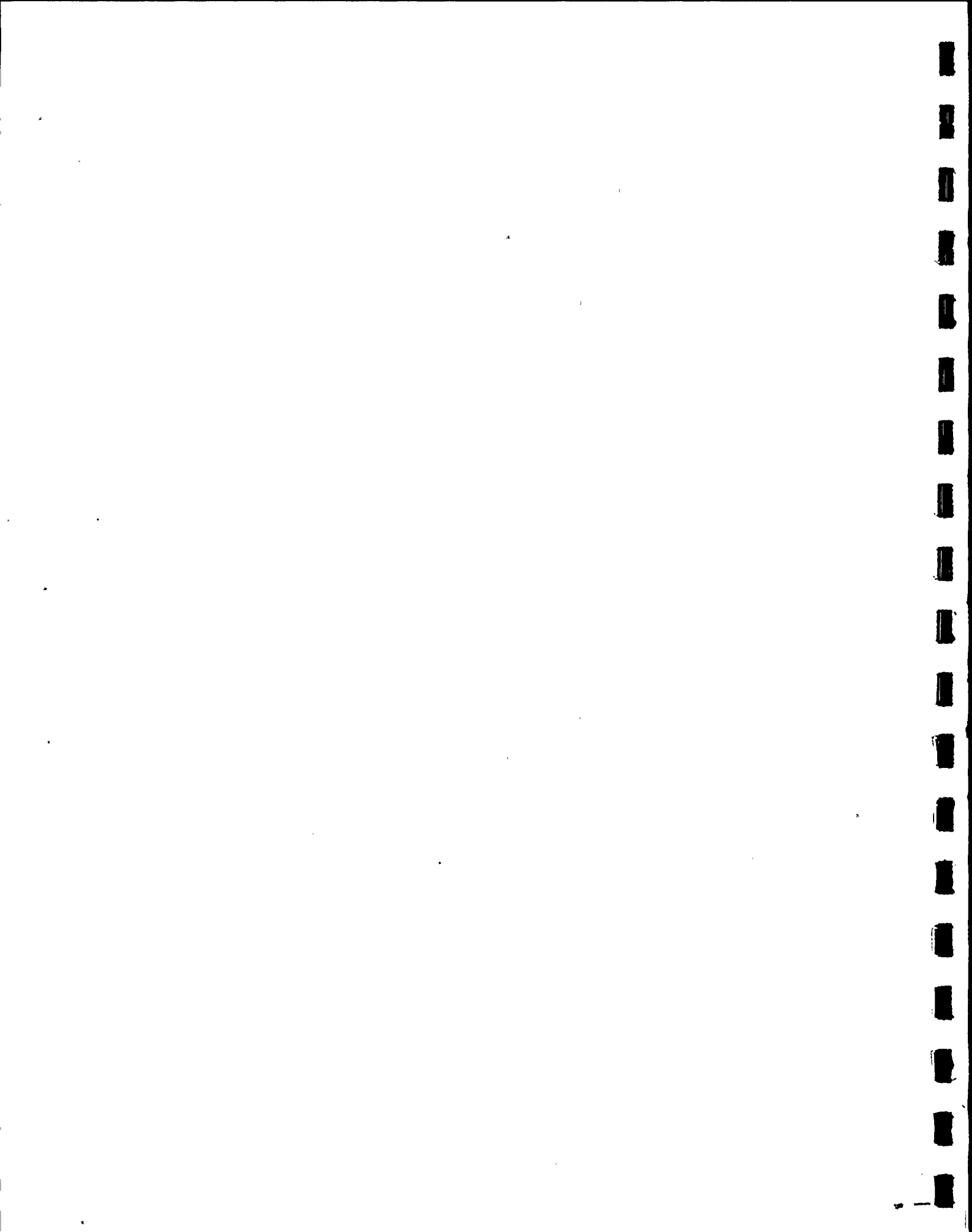
1. An amount equal to ten percent (10%) of the Actual Construction Costs incurred by or for the account of PL, during the period which terminated on January 31, 1977 less three thousand dollars (\$3,000) in consideration of certain right-of-way and easements reserved by PL as set forth in the form of Deed, attached hereto as Exhibit A;

2. Plus an amount equal to ten percent (10%) of the Construction Costs which PL estimated were incurred by or for the account of PL during the period February 1, 1977 to February 28, 1977;

3. Plus an amount equal to ten percent (10%) of the actual Allowance for Funds Used During Construction applicable to Actual Construction Costs incurred by or for the account of PL during the period which terminated on January 31, 1977;

4. Plus an amount equal to ten percent (10%) of the Allowance for Funds Used During Construction applicable to Construction Costs which PL estimated will be incurred by or for the account of PL during the period February 1, 1977 to February 28, 1977;

5. Plus \$5,550,000;



6. Plus interest on the sum of those amounts set forth in Subparts A(1), A(2), A(3), A(4) and A(5) of this Article III calculated at the annual rate of 8.25% (using a 360-day year) for the period March 1, 1977 through March 18, 1977. The Deposit on Purchase Price shall be paid to PL at Closing in immediately available funds, by wire transfer of the said Deposit on Purchase Price to PL's account at The First Pennsylvania Bank, N.A., Philadelphia, Pennsylvania, or to any other bank which PL may designate.

C. On or before March 25, 1977, PL shall notify AE of the actual Construction Costs and the actual Allowance for Funds Used During Construction, for the month of February 1977. Any difference between the sum of the actual Construction Costs plus the actual Allowance for Funds Used During Construction for the month of February 1977 and the sum of the estimated Construction Costs and the estimated Allowance for Funds Used During Construction for the month of February 1977 shall be shown on such notification. The difference between ten percent (10%) of the sum of the actual Construction Costs plus the actual Allowance for Funds Used During Construction and ten percent (10%) of the sum of the estimated Construction Costs plus the estimated Allowance for Funds Used During Construction shall be called the Difference. In the event the Difference is a positive number, AE shall pay said Difference to PL on the tenth day, immediately following the day on which AE was notified of such Difference, by wire transfer of the amount equal to said Difference to PL's account at The First Pennsylvania

Bank, N.A., Philadelphia, Pennsylvania or to any other bank which PL may designate. In the event the Difference is a negative number PL shall pay said Difference to AE on the tenth day immediately following the day on which AE was notified of said Difference, by wire transfer of the amount equal to said Difference to AE's account at Commonwealth National Bank, Harrisburg, Pennsylvania, or to any other bank which AE may designate.

D. PL represents that it has made available, and AE hereby acknowledges that it has reviewed or has had the opportunity to review all records made available by PL relating to estimated and actual (1) Construction Costs, and (2) Allowance For Funds Used During Construction which are included in the Deposit on Purchase Price. PL and AE shall at any time, and in a timely manner, subsequent to Closing make adjustments as may be necessary in the Deposit on Purchase Price, except that the amount set forth in this Article III, Subpart A(5) shall not be subject to adjustment. All adjustments in the Deposit on Purchase Price shall be accounted for as a part of the Construction Costs Subsequent to Closing pursuant to Article V of this Agreement in the month in which it is determined that an adjustment is necessary. There shall be added to each adjustment in the Deposit on Purchase Price interest at the annual rate of eight percent (8%) simple interest based on a 360-day year, computed from Closing until the date the adjustment is actually accounted for between the Parties hereto. No payment made pursuant to the foregoing provisions of this Article III shall constitute a waiver of any



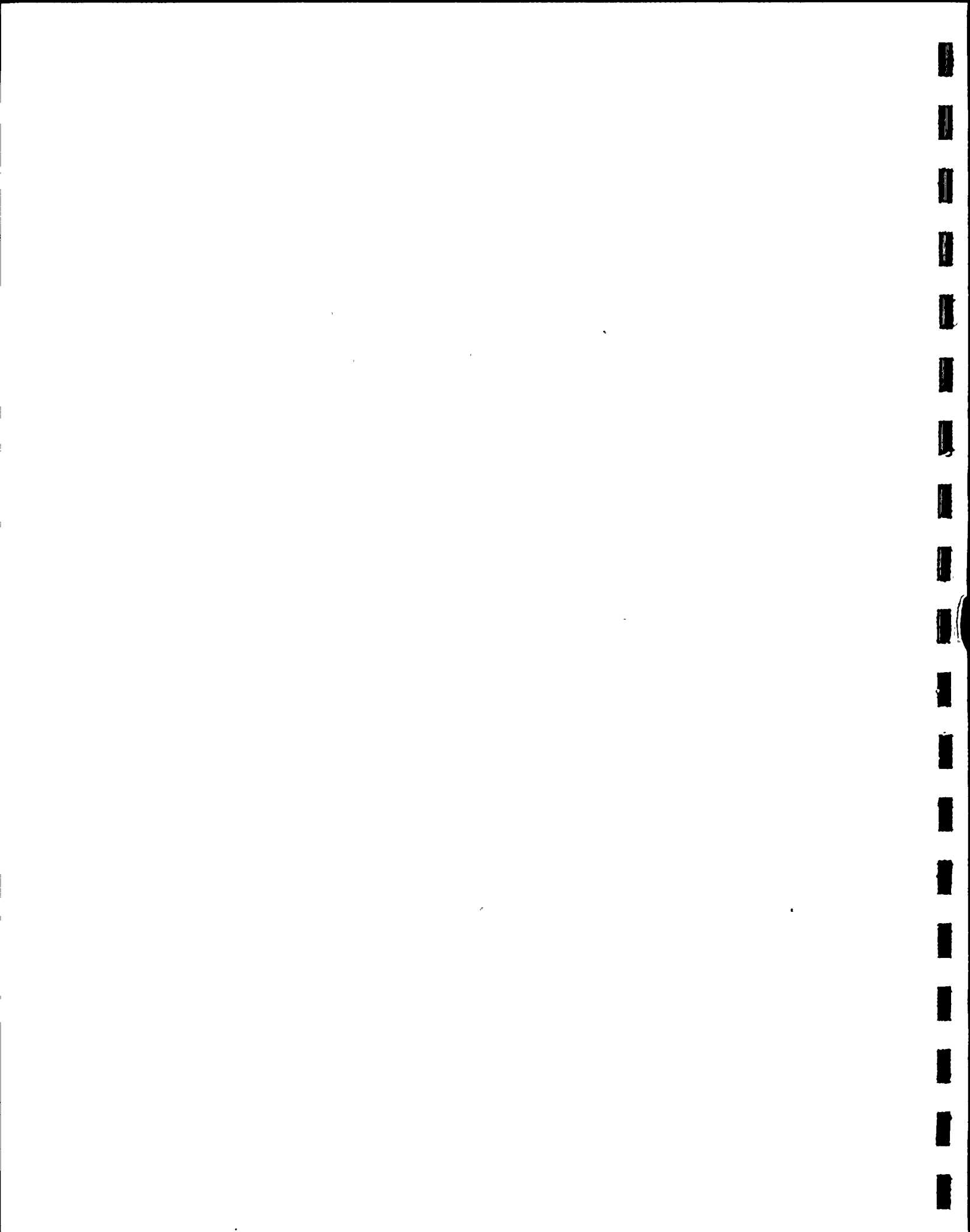
right of AE to Contest any cost or any adjustment made by PL. Contest shall mean the right of AE to question either the equitable allocation of any cost or payment which was allocated by PL between Susquehanna Project or Susquehanna Additions and some other PL facility as contemplated in this Agreement or the mathematical accuracy of any cost or payment required to be made by AE as contemplated in this Agreement, but specifically shall not mean the right of AE to question or challenge the appropriateness, desirability or wisdom of any cost, payment or expenditure made or incurred for the benefit of Susquehanna Project or Susquehanna Additions.

(End of Article III)

Article IV: "As Is" Sale

AT CLOSING AE WILL ACQUIRE ITS 10% UNDIVIDED OWNERSHIP INTEREST IN SUSQUEHANNA PROJECT, AND THEREAFTER WILL ACQUIRE ITS 10% UNDIVIDED OWNERSHIP INTEREST IN SUSQUEHANNA ADDITIONS AND IN SUSQUEHANNA, AS TENANTS IN COMMON WITH PL, AS IS AND WHERE IS. AE ACKNOWLEDGES AND AGREES THAT AT NO TIME SHALL PL HAVE MADE, NOR BE DEEMED TO HAVE MADE, ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE TITLE OF SUSQUEHANNA PROJECT, SUSQUEHANNA ADDITIONS OR SUSQUEHANNA OR AS TO COMPLIANCE WITH SPECIFICATIONS, CONDITION, MERCHANTABILITY, DESIGN, QUALITY, DURABILITY, OPERATION, FITNESS FOR USE OR PURPOSE, VALUE, QUANTITY, SUITABILITY, OR WORKING ORDER OF SUSQUEHANNA PROJECT, SUSQUEHANNA ADDITIONS, OR SUSQUEHANNA, NOR TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO SUSQUEHANNA PROJECT, SUSQUEHANNA ADDITIONS OR SUSQUEHANNA OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OR OPERATION OF SUSQUEHANNA PROJECT, SUSQUEHANNA ADDITIONS OR SUSQUEHANNA WILL NOT VIOLATE ANY PATENT, TRADEMARK OR SERVICE MARK RIGHTS OF ANY THIRD PARTIES, EXCEPT WITH REGARD TO SPECIFIC WARRANTIES OF TITLE TO REAL PROPERTY AS SET FORTH IN THE DEED ATTACHED HERETO AS EXHIBIT A, AND EXCEPT AS SET FORTH IN TWO CERTAIN OPINIONS BY EDWARD M. NAGEL, ESQUIRE, ADDRESSED TO AE, DATED CLOSING AND SECOND CLOSING.

(End of Article IV)

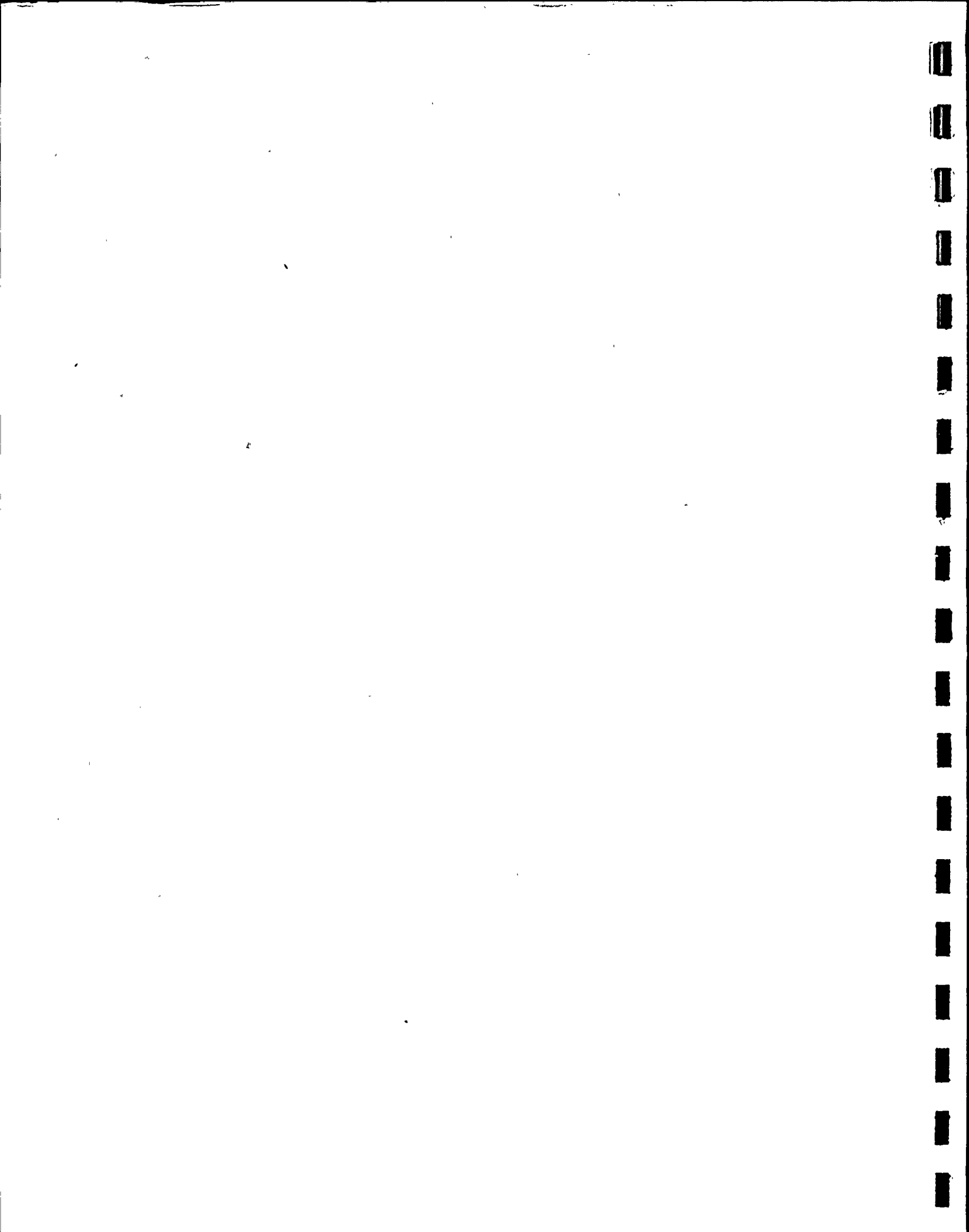


Article V: Completion of Construction of Susquehanna

A. PL shall place Susquehanna Unit #1 and Susquehanna Unit #2 individually in Contract Operation at the earliest practicable date that it has been determined that such unit is a reliable source of capacity and complies fully with all requirements of all applicable statutes and the rules and regulations of the Nuclear Regulatory Commission and such other regulatory agencies as shall have competent jurisdiction over the planning, design, licensing, construction, operation and maintenance of Susquehanna. Such date with respect to each such unit shall be the date of Contract Operation for such unit.

B. PL shall have the sole and absolute authority and discretion to design, construct, control and manage Susquehanna without challenge to such authority and discretion by AE. Such authority and discretion shall include, but shall not be limited to:

1. Staffing of Susquehanna;
2. Making and modifying all contracts with third parties including but not limited to all contracts relating to nuclear fuels, nuclear fuel fabrication and exploration for nuclear fuel for Susquehanna;
3. Procuring and replacing parts, spare parts, materials, supplies and equipment used in the design and construction of Susquehanna;
4. Establishing and revising all construction schedules and dates of Contract Operation of Susquehanna Unit #1 and



Susquehanna Unit #2 including but not limited to the acceleration, deferral and/or cancellation of construction of Susquehanna, subject to Article XXX hereof;

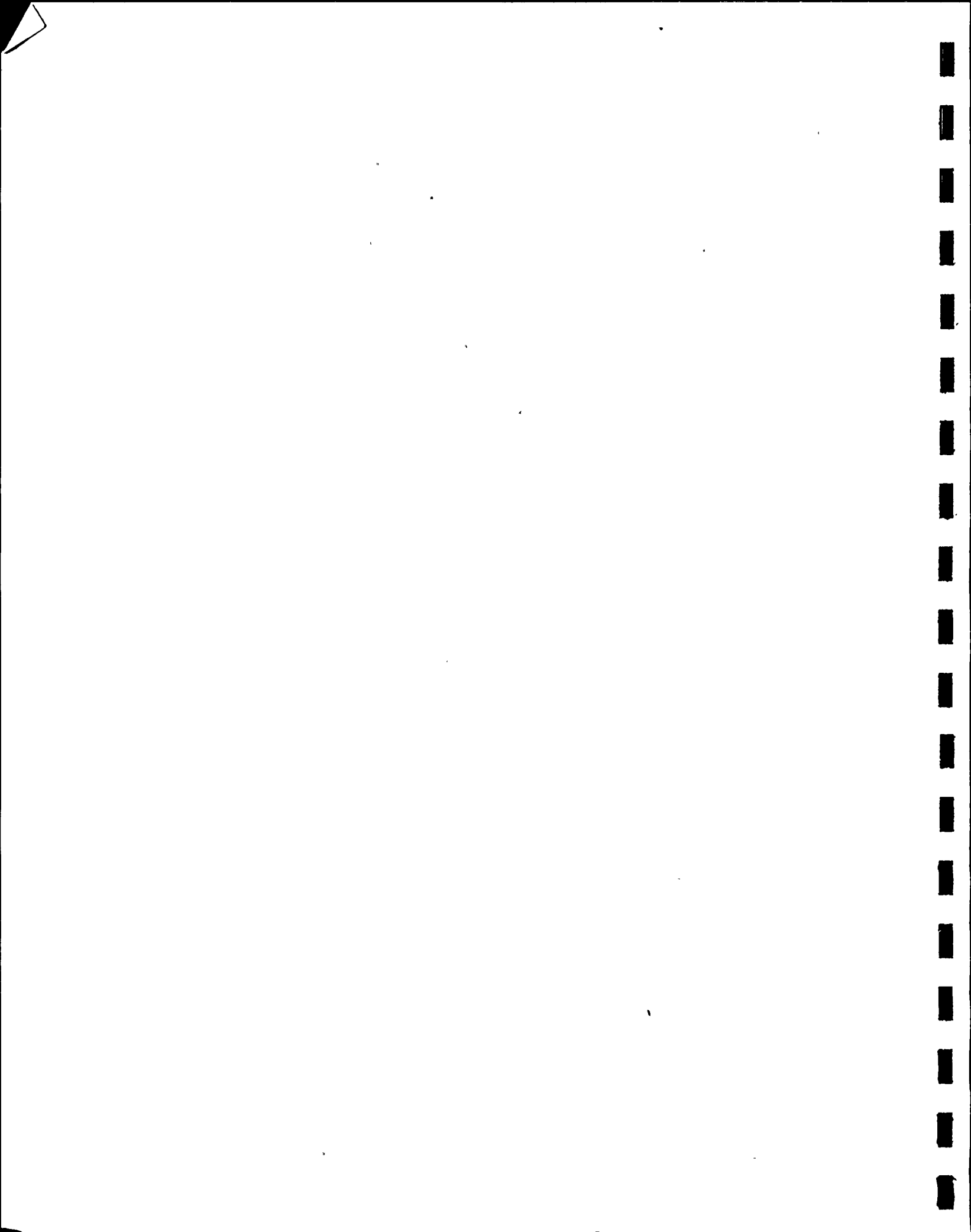
5. Providing for the design and construction of any and all items which may be useful or desirable in respect of Susquehanna;

6. Securing and attempting to keep in effect all licenses, permits, permissions, approvals, and other authorizations of any nature whatsoever required or desired by PL to be obtained from any and all governmental, quasi-governmental, regulatory, supervisory, or other bodies or entities of authority;

7. Maintaining any and all records.

Any other provision, term, condition or Article to the contrary notwithstanding, the rights of PL as set forth in this Article V shall not furnish a basis for the assertion by AE of liability against PL.

C. Subsequent to Second Closing, PL shall own a ninety percent (90%) undivided ownership interest in Susquehanna as tenants in common with AE which shall own a ten percent (10%) undivided ownership interest in Susquehanna as is in existence and as is being constructed, under and subject to the terms and conditions contained in this Agreement. Whenever in the sole judgment of PL, PL deems it desirable, PL and AE shall jointly enter into contracts, leases and agreements in respect of Susquehanna with any third party (and thereby become joint signatories) dated subsequent to Second Closing, with the rights and liabilities of said contracts, leases and agreements thereby vesting in PL and AE in proportion to their respective undivided ownership interests in Susquehanna. It is understood by the Parties hereto that AE may not become a joint signatory of one or more contracts, leases and agreements in



respect of Susquehanna; AE, nevertheless, hereby agrees to pay to PL ten percent (10%) of all costs associated with said contracts, leases and agreements and AE shall receive its proportionate share of all the benefits and the burdens of said contracts, leases and agreements as if AE were a joint signatory and joint obligee of such contracts, leases and agreements.

D. AE shall pay to PL an amount equal to ten percent (10%) of all Construction Costs Subsequent to Closing. Construction Costs subsequent to Closing shall be determined pursuant to accounting procedures and practices prescribed by the applicable Uniform System of Accounts of the Federal Power Commission and in accordance with generally accepted accounting principles consistently applied.

E. PL shall on or before February 25, 1977 and on or before the twenty-fifth (25th) day of each month thereafter, notify AE of the nature and amount of the Estimated Construction Costs Subsequent to Closing anticipated to be recorded by PL on its accounting books and records during the next calendar month. AE shall pay to PL at Closing in immediately available funds, by wire transfer to PL's account at The First Pennsylvania Bank, N.A., Philadelphia, Pennsylvania, or to any other bank which PL may designate, the Estimated Construction Costs for March 1977 plus interest on said Estimated Construction Costs at the annual rate of 8.25% (using a 360-day year) for the period March 10 to March 18, 1977. AE shall make payment to PL in immediately available funds for its ten percent (10%) share of all such Estimated Construction Costs Subsequent to Closing For April 1977 and all months subsequent

thereto and for settlement of Actual Construction Costs Subsequent to Closing as detailed below on the tenth day (10th) of the month, immediately succeeding the month during which PL rendered an estimated bill to AE by wire transfer to PL's account at The First Pennsylvania Bank, N.A., Philadelphia, Pennsylvania, or any other bank which PL may designate in writing. If any payment is due on any day not a Business Day it may be made on the succeeding Business Day without premium or penalty.

In the aforesaid notification, beginning with April 1977, PL shall notify AE of its share of Actual Construction Costs Subsequent to Closing recorded in the prior month. Any difference between such Actual Construction Costs Subsequent to Closing and the Estimated Construction Costs Subsequent to Closing for such prior month shall be shown on the notification. Any such difference shall be settled between the Parties by an adjustment to the bill sent to AE by PL on or before the twenty-fifth (25th) day of each month and payable on the tenth (10th) day of the next month. Estimated Construction Costs Subsequent to Closing and Actual Construction Costs Subsequent to Closing shall be accompanied by an accounting of costs in sufficient detail to enable AE to account for such payments on its books. No payment made pursuant to the foregoing provisions of this Article V, Subpart E, shall constitute a waiver of any right of AE to Contest any cost or any adjustment made by PL. Contest shall mean the right of AE to question either the equitable allocation of any cost or payment which was allocated by PL between Susquehanna and some other PL facility as contemplated in this Article V of this Agreement or the



mathematical accuracy of any cost or payment required to be made by AE as contemplated in this Agreement, but specifically shall not mean the right of AE to question or challenge the appropriateness, desirability or wisdom of any cost, payment or expenditure made or incurred for the benefit of Susquehanna. AE shall audit, at least once annually, all charges made to AE for Construction Costs Subsequent to Closing. AE shall report the results of said audit to PL on or before June 30 of every year beginning in 1978.

Subsequent to the payment of a bill for Construction Costs by AE to PL, AE and PL shall at any time, and in a timely manner, make adjustments as may be necessary to that bill. All adjustments to Construction Costs Subsequent to Closing shall be accounted for in the month in which it is determined that an adjustment is necessary.

There shall be added to each adjustment, required as a result of an error undetected for a period in excess of three months, to Construction Costs Subsequent to Closing, interest at the annual rate of eight percent (8%) simple interest based on a 360-day year, computed from the date the cost actually occurred until the date the cost is actually accounted for between the Parties hereto.

It is expressly understood that all payments for Estimated Construction Costs Subsequent to Closing, interest on Estimated Construction Costs Subsequent to Closing for the period March 10, 1977 through March 18, 1977 as provided for in Article V Subpart E of this Agreement, and all settlements of Actual

Construction Costs Subsequent to Closing during the period beginning at Closing and ending at Second Closing shall be deemed to be Supplemental Deposits on Purchase Price.

F. PL shall be responsible for making payment to third parties of all costs direct and indirect, in respect of Construction Costs Subsequent to Closing. AE hereby designates and appoints PL as its agent, solely for the purpose of making payment to third parties pursuant to this Article V, Subpart F and for no other purpose, except pursuant to Article III, Subpart D of the Operating Agreement, and it is not intended by either AE or PL that PL shall be, or shall be deemed to be, or shall serve as agent or as any other fiduciary, for any other purpose whatsoever, other than as described and designated in this Article V, Subpart F.

G. If AE shall fail to pay to PL its share of the Estimated Construction Costs Subsequent to Closing and payments which may be required in settlement of Actual Construction Costs Subsequent to Closing by the tenth (10th) day of a month pursuant to this Article V, Subparts D and E, there shall be added to such overdue amounts interests from the date such payment was due until paid in full at the rate of interest in effect from time to time equal to the minimum commercial lending rate charged to responsible and substantial borrowers by The First Pennsylvania Bank, N.A., Philadelphia, Pennsylvania, its successors and assigns plus two percent (2%) (computed on the basis of a 360-day year). If any payment is due on any day not a Business Day it may be made on the succeeding Business Day without premium or penalty.

H. AE shall make each payment for its share of Estimated Construction Costs Subsequent to Closing, and each payment required to be made in settlement of its share of Actual Construction Costs Subsequent to Closing, when due, regardless of any possible dispute in the amount which PL claims to be due. After payment of a bill, AE may Contest that bill sent by PL to AE for payment, except, however, in the event that AE in good faith concludes that PL has arithmetically materially miscalculated any bill sent to AE for payment, AE may Contest said arithmetically materially miscalculated portion of such bill prior to payment of the amount or portion contested.

I. PL shall provide to AE, as soon as practicable after Closing, all estimates of anticipated Construction Costs Subsequent to Closing which PL has prepared. PL shall update said estimate at least once annually.

J. AE shall be entitled to an equitable financial credit for any item which was purchased or leased for the benefit of Susquehanna, but which item is used either in whole or in part by PL other than for the benefit of Susquehanna, either on a temporary or on a permanent basis, and such equitable credit shall be an adjustment to Construction Costs Subsequent to Closing for a period during which such item is not used for the benefit of Susquehanna.

K. It is understood that there may be incurred Construction Costs which were not anticipated by either PL or AE prior to Closing. PL and AE shall share these costs in the proportions and

in the manner set forth in this Article V without regard to the fact that such costs were not anticipated prior to Closing.

L. Construction Costs shall be paid by AE to PL pursuant to the terms and conditions as set forth in this Article V of this Agreement without regard as to how or the manner in which either AE or PL accounts and records said Construction Costs on their respective accounting books and records.

(End of Article V)

Article VI: Closing and Second Closing

A. Closing

1. The date on which this Agreement shall become effective and binding on the Parties shall be March 18, 1977.

2. Closing of the transactions contemplated herein shall take place at 10:30 A.M. on the aforementioned date at the office of the National Rural Utilities Cooperative Finance Corporation (CFC), Washington, D.C. or at such other time and place as may be mutually agreed upon by the Parties.

3. At Closing, AE shall pay to PL the Deposit on Purchase Price according to the terms and procedures set forth in Article III of this Agreement.

4. At Closing AE shall pay to PL the Estimated Construction Costs Subsequent to Closing for March 1977 and interest on the Estimated Construction Costs Subsequent to Closing for March 1977 according to the terms and procedures set forth in Article V Subpart E of this Agreement.

5. At Closing, this Agreement and the Operating Agreement shall be placed in a mutually agreeable location for safekeeping. The Deed, the form of which is attached hereto as Exhibit A, and the Bill of Sale, the form of which is attached hereto as Exhibit B, shall be executed by PL as grantor and seller and by AE as grantee and purchaser and the Deed and Bill of Sale shall be acknowledged by a notary public. Neither the Deed nor the Bill of Sale shall be delivered to AE, but both the Deed

and the Bill of Sale shall be placed in the same location as this Agreement and the Operating Agreement for safekeeping. It is specifically understood that no conveyance of real estate and no transfer of any personal or mixed property shall take place at Closing.

B. During the period between Closing and Second Closing, AE shall continue to make Supplemental Deposits on Purchase Price of Susquehanna equal to ten percent (10%) of the Construction Costs according to the terms and procedures set forth in Article V of this Agreement.

C. Second Closing shall take place not later than twenty days (20) subsequent to the satisfaction of all conditions precedent to Second Closing as set forth in Article XIV of this Agreement.

1. The Purchase Price shall be equal to the Deposit on Purchase Price plus the sum of all bills for Supplemental Deposits on Purchase Price from the date of Closing to the date of Second Closing rendered by PL to AE and due for payment by AE prior to Second Closing pursuant to the terms of this Agreement. At Second Closing AE shall pay to PL the difference between the Purchase Price and all monies actually paid by AE to PL pursuant to the terms of this Agreement from the date of Closing to the date of Second Closing. AE shall transfer the aforesaid sum to PL in immediately available funds to PL's account at The First Pennsylvania Bank, N.A., at Philadelphia, Pennsylvania.



2. At Second Closing, PL shall deliver the Deed to Susquehanna Project and Susquehanna Additions and shall further deliver the Bill of Sale for Susquehanna Project and for Susquehanna Additions. The Deed and Bill of Sale placed into safekeeping pursuant to this Article VI Subpart A(5) shall be amended to reflect Susquehanna Additions.

(End of Article VI)

Article VII: Access to Books and Records

PL and AE shall have full and complete access at their own cost during normal PL or AE working hours, as the case may be, to any and all contracts, agreements, books, accounts, and records maintained by or for PL or AE, as the case may be, in respect of Susquehanna at the location where such materials are usually maintained, including but not limited to (1) accounting books and records; (2) environmental statements, studies, and reports; (3) health and safety statements, studies, and reports; (4) engineering statements, studies, and reports; and (5) all licenses, permits, and applications and drafts of same, and shall have full and complete use, at the location where such materials are usually maintained, of said books, records, statements, studies, reports, licenses, permits, and applications, for the purpose of auditing, testing, studying, copying and examining same except, however, AE may not have access to any of the aforementioned items which by the terms under which PL holds or has access to such items classify said items as confidential, secret, proprietary, or the like. PL shall use all best efforts, upon the request of AE, to obtain the necessary permission from the holders or owners of such confidential, secret, or proprietary items, to permit AE to have access to said items (any cost associated with said permission shall be the sole responsibility of AE). PL shall supply to AE, at AE's request, and without additional cost to AE, one copy of each

said document (other than as limited by the terms hereof) relating to Susquehanna as is necessary for the reasonable operation of AE.

(End of Article VII)

Article VIII: Representations and Warranties

A. AE hereby represents and warrants to PL as follows:

1. AE is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified to conduct business in the Commonwealth of Pennsylvania.

2. AE has full corporate power and authority to execute and deliver, and to perform its obligations under this Agreement.

3. The execution, delivery and performance by AE of this Agreement have been duly authorized by all necessary corporate action on the part of AE.

4. AE has reviewed and examined, to the extent it deems appropriate and desirable, all books, records, licenses, permits, applications, statements, reports, studies, and Major Contracts in respect of Susquehanna, which are listed on Exhibits D and E attached hereto and made a part hereof.

B. PL hereby represents and warrants to AE as follows:

1. PL is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified to conduct business in the Commonwealth of Pennsylvania.

2. PL has full corporate power and authority to execute and deliver, and to perform its obligations under this Agreement.

3. The execution, delivery and performance by PL of this Agreement have been duly authorized by all necessary corporate action on the part of PL.

4. PL has made available to the satisfaction of AE the books, records, licenses, permits, applications, statements, accounts, documents, reports, and studies in respect of Susquehanna, which are listed on Exhibit E. PL has made available to the satisfaction of AE all Major Contracts, said Major Contracts are listed on Exhibit D.

(End of Article VIII)

Article IX: Cooperation

PL and AE shall cooperate with each other in any and all activities in connection with Susquehanna including, without limitation, the execution and filing of applications for authorizations, permits, permissions, advisory letters, and licenses for any and all purposes, and the execution of all documents as may be necessary or advisable to confirm authority of PL to act for AE in connection with AE's interest in Susquehanna. PL shall cooperate with AE in connection with AE's obtaining the financial commitments necessary for AE to observe and carry out the provisions of this Agreement. Nothing in this Article or in any other Article of this Agreement shall be interpreted as obligating PL or AE to act as a guarantor, surety or to provide other security for any financial commitment which the other Party may undertake or obtain. Nothing in this Article or in any other Article of this Agreement shall be construed to constitute PL as agent for AE, or AE as agent for PL except as specifically set forth in Article V, Subpart F hereof.

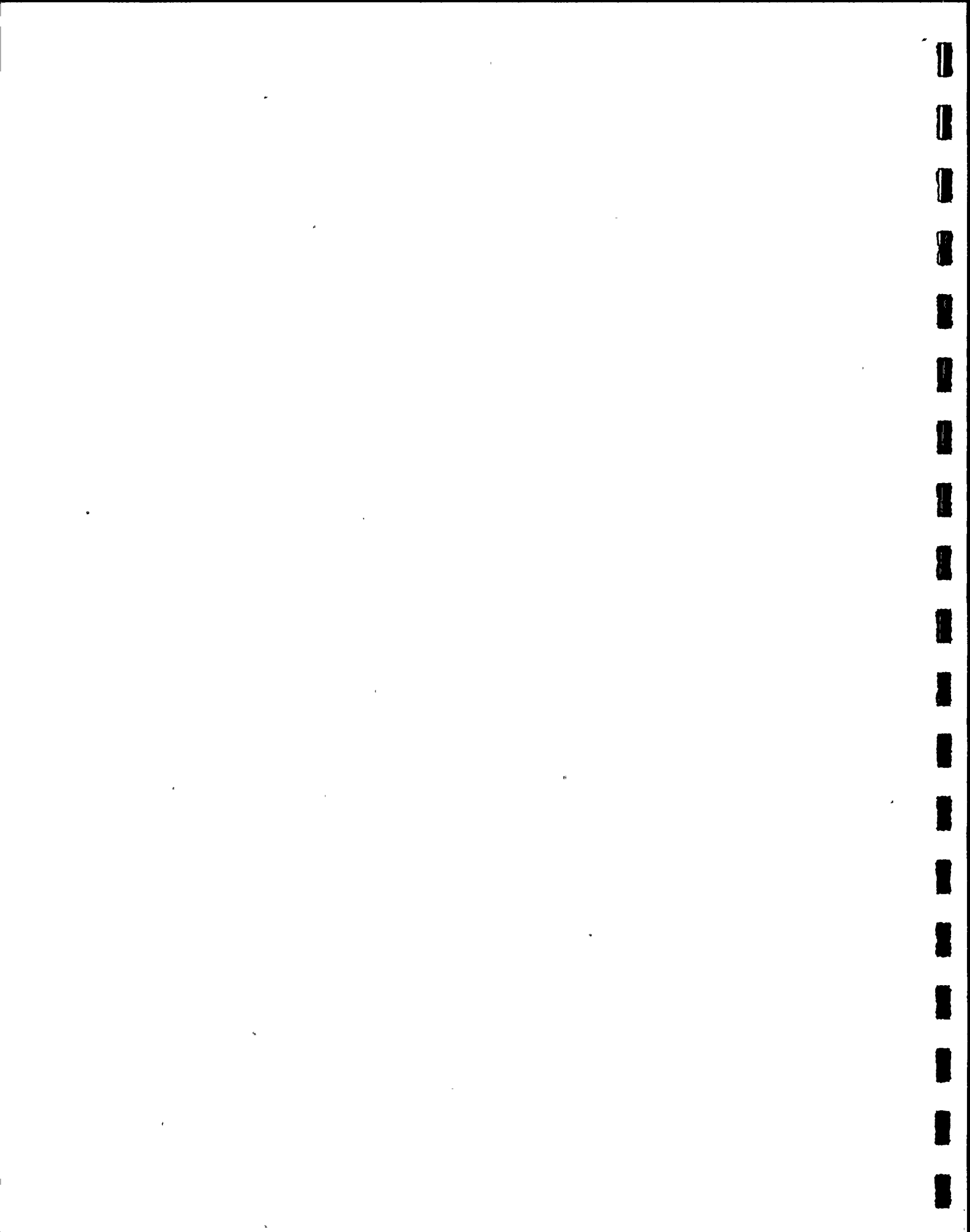
(End of Article IX)

Article X: Alienation & Assignment

A. PL may sell, convey, transfer, assign or alienate (hereinafter collectively referred to as Transfer) all or any portion of its undivided ownership interest in Susquehanna to any third party provided that if in the event that PL Transfers (other than as security for an indebtedness) any portion or all of its ownership interest in Susquehanna and said Transfer is coupled with an assignment of PL's rights and a delegation of PL's duties as set forth in Article V, Subpart B of this Agreement and Article II of the Operating Agreement, then PL shall cause such Transferee to become a party to this Agreement and to assume the obligations of PL hereunder. PL hereby expressly waives and renounces for itself, and for its Transferees, all rights as tenants in common in Susquehanna to partition pursuant to the terms specifically set forth in the Deed (Exhibit A) attached hereto.

B. AE may Transfer all or any portion of its undivided ownership interest in Susquehanna to any third party for value, upon the following terms and conditions (except that AE may Transfer all or any portion of its undivided ownership interest in Susquehanna as security for an indebtedness without satisfying the following terms and conditions):

1. AE shall cause each of its Transferees to become a party to this Agreement and to assume the obligations of AE hereunder proportionate to the interest of AE transferred herein.



2. AE may not Transfer any portion or all of its undivided ownership interest in Susquehanna to any Transferee without the prior written approval of PL. PL may not refuse to provide AE with written approval of such Transfer if such proposed Transferee is as able as AE is (considering all governmental and quasi-governmental financial support which AE could obtain) to satisfy each and every financial obligation which an undivided owner of Susquehanna may be required to satisfy, including but not limited to all financial obligations of any nature whatsoever associated with any termination, shutdown, dismantling, removal or entombment costs of Susquehanna.

In the event of a dispute between the Parties concerning the financial ability of AE's proposed Transferee such dispute shall be conclusively settled by a panel of three arbitrators pursuant to the terms and conditions set forth hereinbelow:

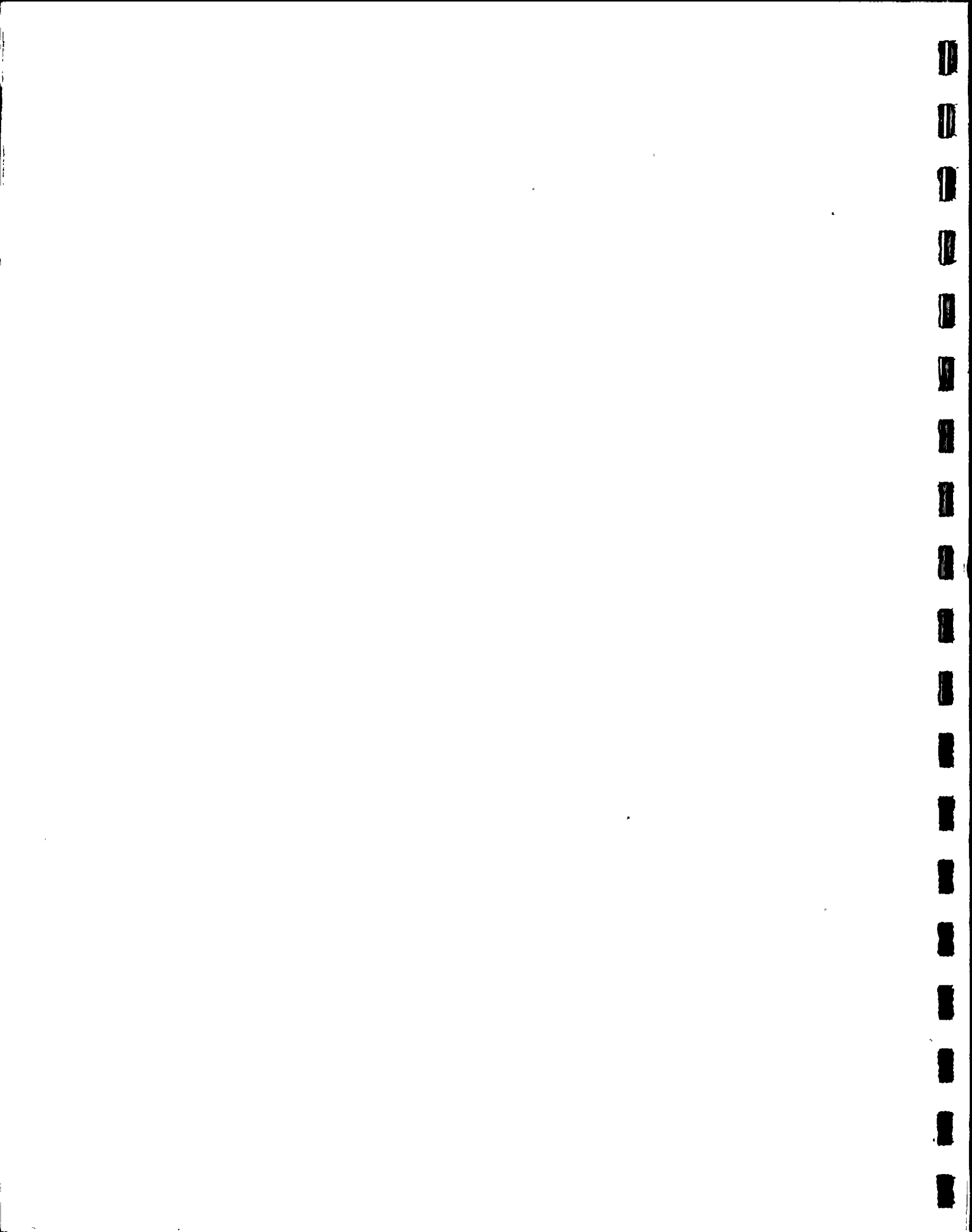
a. The Moving Party being either PL or AE shall mail in a written notice to the other Party declaring that the Moving Party is enforcing the provisions of this Article X, Subpart B. Both PL and AE shall each then appoint a single arbitrator within twenty (20) days from the date the aforesaid notice was received by the non-Moving Party. The two arbitrators so appointed shall mutually agree upon and select a third arbitrator within thirty (30) days subsequent to the date the aforesaid notice was received by the non-Moving Party. In the event the two appointed arbitrators are unable to select



a third arbitrator within the required time either AE or PL shall petition the American Arbitration Association sitting at Philadelphia, Pennsylvania, to appoint a third arbitrator. If the American Arbitration Association will not appoint a third arbitrator within ten (10) days subsequent to the date the American Arbitration Association was petitioned by either PL or AE to appoint a third arbitrator, PL or AE may petition any Federal Court Judge in Pennsylvania to appoint a third arbitrator. In the event that more than one arbitrator is so appointed, the first appointment so made, shall be the operative appointment. The arbitrators shall agree upon and make the rules and procedures for the arbitration proceedings. The vote of the majority of the arbitrators shall be the decision of the panel. Each of the three arbitrators shall decide the dispute as set forth in this Article X, Supplement B(2). The arbitrators shall, if possible, render their decision, within sixty (60) days subsequent to the date the third arbitrator is appointed.

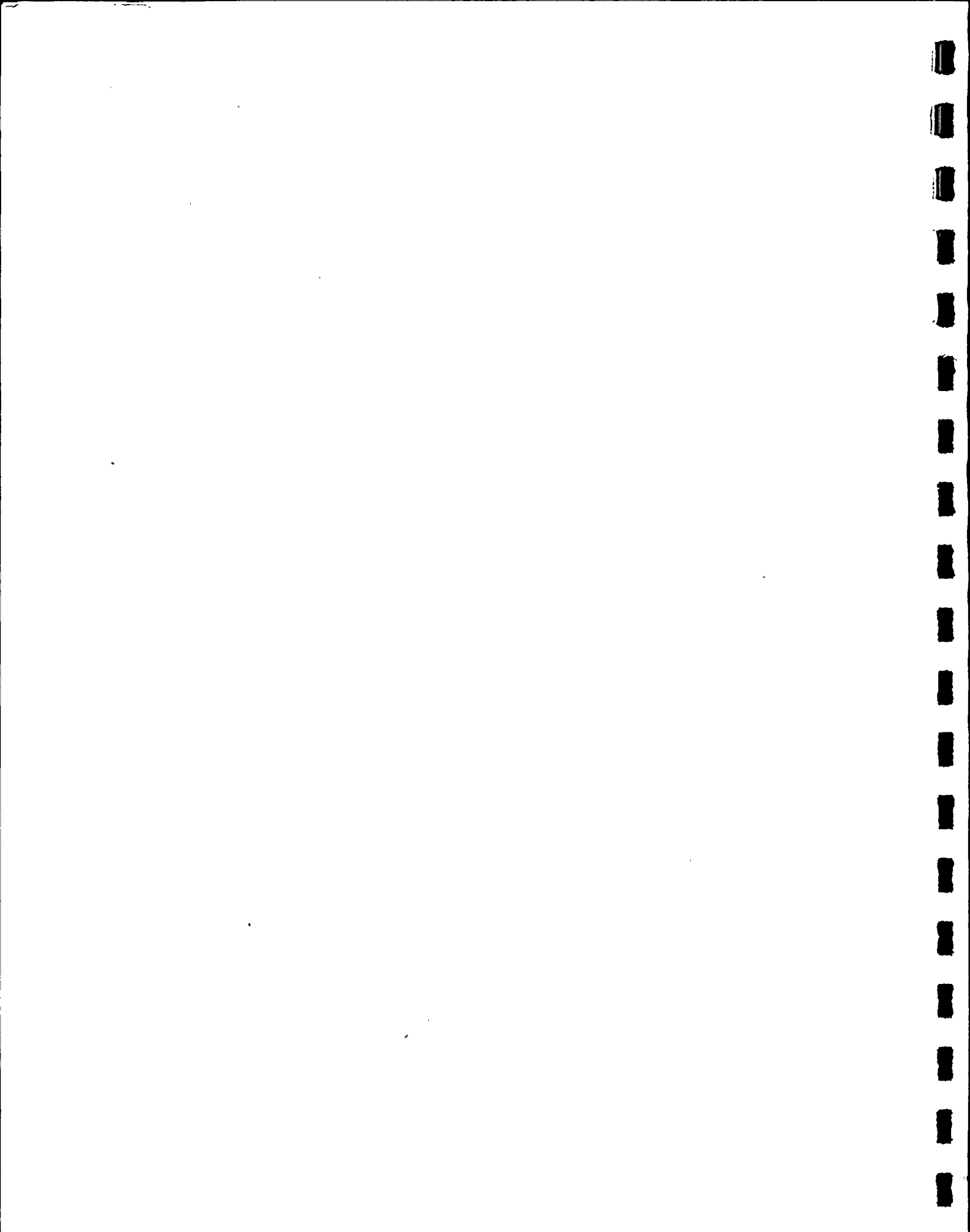
b. Any decision rendered by said arbitrators shall be binding upon the Parties and shall not be appealable and its existence shall be a condition precedent to the institution by either Party of an action, suit or proceeding in any court against the other Party with respect to any dispute or controversy arising out of or relating to this Article X.

This provision for arbitration shall be in effect for disputes arising under this Article X, Subpart B only, and shall not apply to any other Article of this Agreement or of the Operating Agreement.



c. PL and AE hereby expressly waive and renounce for themselves and for their Transferees, all rights as tenants in common in Susquehanna to partition pursuant to the terms specifically set forth in the Deed (Exhibit A) attached hereto.

(End of Article X)



Article XI: Insurance

A. PL shall use its best efforts to purchase and carry the types of insurance coverage, as set forth in Exhibit F attached hereto and made a part of this Agreement, by and for the benefit of PL and AE as tenants in common, in respect of Susquehanna. PL in its sole discretion may at any time and from time to time, after ten (10) days notice is sent by PL to AE, amend Exhibit F.

B. PL shall use its best efforts to have AE become a named insured or an additional insured on each policy as set forth in Exhibit F, or in Exhibit F as may be amended. In the event that PL is unable to make AE a named insured or an additional insured then AE shall not be responsible for the cost of such insurance.

C. AE shall pay to PL, its proportionate share of all premiums and other costs associated with insurance coverage purchased by PL, by and for the benefit of PL and AE as tenants in common, in respect of Susquehanna as set forth in Exhibit F or Exhibit F as amended, as (1) Construction Costs Subsequent to Closing pursuant to this Agreement; or (2) as Operating Costs, pursuant to the Operating Agreement.

D. PL may at any time, or from time to time, self-insure, self-assume, or self-retain any type of insurance coverage which at the time in question was formerly purchased by PL from an insurer by and for the

benefit of PL and AE as tenants in common, in respect of Susquehanna, and which Coverage was listed on Exhibit F or Exhibit F as amended. In the event that PL self-insures, self-assumes, or self-retains any type of insurance coverage as aforesaid, then AE may at its option purchase said insurance coverage from an insuror, or AE may request PL to provide said insurance coverage for AE at AE's own expense. In the event that PL agrees to 'provide' said insurance coverage for AE as aforesaid then AE shall reimburse PL in a manner as shall be mutually agreed upon by PL and AE for AE's proportionate share of any risk which PL self-insures, self-assumes, or self-retains, for the benefit of AE.

E. AE shall retain the types of insurance coverage as set forth in Exhibit G, attached hereto and made a part hereof, said coverage to be effective on the date of execution of this Agreement and to remain in effect so long as PL is or may be exposed to any liability, with respect to the risks specified therein. All costs associated with the coverage as set forth on Exhibit G shall be paid for solely by AE. By mutual agreement, PL and AE may amend Exhibit G at any time and from time to time.

(End of Article XI)



Article XII: Transfer and Sales Taxes

AE shall pay all taxes, and recording charges, other than taxes imposed on or measured by income, incurred in connection with the conveyance to AE of a ten percent (10%) undivided interest in Susquehanna Project and Susquehanna Additions including any such taxes, and recording charges (including but not limited to real estate transfer taxes and sales or use taxes, if any) which may arise with respect to recording of documents or the mortgaging or imposing of any lien on the property transferred. PL and AE shall separately bear the costs of taxes which are either imposed on PL or AE as separate entities or are imposed on the separate undivided ownership interest of PL or AE in Susquehanna.

(End of Article XII)

Article XIII: Commitment for Financing

There shall be in effect at Second Closing loan contracts and a Rural Electrification Administration loan guarantee for providing for loans to AE of at least Two Hundred Fifty Million Dollars (\$250,000,000.00) for financing AE's undivided ownership interest in Susquehanna which contract shall be in form and in substance acceptable to PL.

(End of Article XIII)

Article XIV: Conditions Precedent to Closing and Second Closing

A. Closing

The occurrence of each and every condition as set forth below (or the waiver in writing of such condition by PL) as herein specifically set forth is a prerequisite to Closing.

1. PL shall have received a certificate from AE signed by either the President or a Vice President of AE stating that the representations and warranties of AE contained in this Agreement were true and correct when made and are true and correct on and (except to the extent such representations and warranties by their terms relate solely to an earlier date) as of Closing with the same effect as though such representations and warranties had been made on and (except as aforesaid) as of Closing. AE shall have received a certificate from PL signed by either the Chief Executive officer, President, or a Vice President of PL stating that the representations and warranties of PL contained in this Agreement were true and correct when made and are true and correct on and (except to the extent such representations and warranties by their terms relate solely to an earlier date) as of Closing with the same effect as though such representations and warranties had been made on and (except as aforesaid) as of Closing.

2. PL and AE shall have performed or accomplished all their agreements contained herein to be performed or accomplished prior to or at Closing.

3. This Agreement and Exhibits A and B attached hereto and the Operating Agreement shall have been duly executed and acknowledged in such a manner as shall be required by law and to protect the rights of the Parties thereto and their respective successors and assigns.

4. PL shall have delivered to AE true and complete copies of the following documents:

(a) PL's Restated Articles of Incorporation, as amended, certified by PL's Secretary as of Closing.

(b) PL's By-laws, as amended, certified by PL's Secretary as of Closing.

(c) PL's Incumbency Certificate of its officers who shall have executed and delivered this Agreement.

(d) Certificate of Good Standing in respect of PL, certified by the Secretary of State of the Commonwealth of Pennsylvania, as of a recent date.

(e) Lien Certificate in respect of PL from the Commonwealth of Pennsylvania, as of a date not more than ten days prior to Closing.

(f) Such other documents as AE shall reasonably request.



5. AE shall have delivered to PL true and complete copies of the following documents:

(a) AE's Articles of Incorporation, as amended, certified by AE's Secretary as of Closing.

(b) AE's By-laws, as amended, certified by AE's Secretary as of Closing.

(c) AE's Incumbency Certificate of the officers who shall have executed and delivered this Agreement.

(d) Certificate of Good Standing in respect of AE certified by the Secretary of State of the Commonwealth of Pennsylvania, as of a recent date.

(e) Lien Certificate in respect of AE from the Commonwealth of Pennsylvania, evidencing that there are no liens of records against AE, as of a date not more than ten days prior to Closing.

(f) Such other documents as PL shall reasonably request.

6. PL shall have received from William C. Wise, Esquire, counsel to AE, or other counsel acceptable to PL, a favorable opinion addressed to PL in a form acceptable to PL, dated the Closing Date, as to:

(a) The due organization, valid existence and good standing of AE under the laws of the Commonwealth of Pennsylvania, and its due qualification to conduct business in Pennsylvania.



(b) The corporate power and authority of AE to execute, deliver, perform and observe its obligations under this Agreement.

7. AE shall have received from Edward M. Nagel, Esquire, General Counsel to PL, a favorable opinion addressed to AE in a form acceptable to AE, dated the Closing Date, as to:

(a) The due organization, valid existence and good standing of PL under the laws of the Commonwealth of Pennsylvania and its due qualification to conduct business in Pennsylvania.

(b) The corporate power and authority of PL to execute, deliver, perform and observe its obligations under this Agreement.

8. AE shall have received from Edward M. Nagel, Esquire, General Counsel to PL, an opinion addressed to AE in a form acceptable to AE dated the Closing Date as to the title to Susquehanna.

B. Second Closing

The occurrence of each and every condition as set forth below (or the waiver in writing of such condition by PL) as herein specifically set forth is a prerequisite to Second Closing.

1. The Administrator of the Rural Electrification Administration (REA) shall have approved in writing this Agreement



and the Operating Agreement and such approval shall have been duly issued in a form acceptable to PL and such approval shall have been effective in accordance with such terms and conditions as may be therein contained and the REA shall have determined that this Agreement and the Operating Agreement complies with all applicable requirements of the REA.

2. The Pennsylvania Public Utility Commission (PPUC) shall have approved PL's application with respect to the transactions contemplated in this Agreement. Such approval shall have been duly issued in a form acceptable to PL and AE and such approval shall have become effective in accordance with such terms and conditions as may be therein contained or the PPUC shall have denied jurisdiction over the transaction contemplated herein or therein.

3. The Nuclear Regulatory Commission shall have issued a construction permit for Susquehanna naming PL and AE as co-owners under said permit and said permit shall have been duly issued in a form acceptable to PL and AE and said permit shall have become effective in accordance with such terms and conditions as may be therein contained.

4. PL shall have received a certificate from AE signed by either the President or a Vice President of AE stating that the representations and warranties of AE contained in this Agreement were true and correct when made and are true and correct on and (except to the extent such representations and warranties by their terms relate solely

to an earlier date) as of Second Closing with the same effect as though such representations and warranties had been made on and (except as aforesaid) as of Second Closing. AE shall have received a certificate from PL signed by either the Chief Executive Officer, President, or a Vice President of PL stating that the representations and warranties of PL contained in this Agreement were true and correct when made and are true and correct on and (except to the extent such representations and warranties by their terms relate solely to an earlier date) as of Second Closing with the same effect as though such representations and warranties had been made on and (except as aforesaid) as of Second Closing.

5. PL and AE shall have performed or accomplished all their agreements contained herein to be performed or accomplished prior to or at Second Closing.

6. This Agreement and Exhibits A and B attached hereto and the Operating Agreement shall have been duly executed and acknowledged in such a manner as shall be required by law and to protect the rights of the Parties thereto and their respective successors and assigns. Any real estate transfer taxes, and recording charges in connection with the execution, recording and filing of the Deed shall have been duly paid in full by AE.

7. PL shall have received evidence dated Second Closing in writing of the commitments referred to in Article XIII of this Agreement.



8. PL shall have received from Morgan Guaranty Trust Company of New York a written release of the interest in Susquehanna Project to be conveyed to AE hereunder, from the lien of the Mortgage and Deed of Trust, dated October 1, 1945, to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as supplemented, and PL shall have delivered a copy of said written release to AE.

9. PL shall have delivered to AE true and complete copies of the following documents:

(a) PL's Restated Articles of Incorporation, as amended, certified by PL's Secretary as of Second Closing.

(b) PL's By-laws, as amended, certified by PL's Secretary as of Second Closing.

(c) PL's Incumbency Certificate of its officers who shall have executed and delivered this Agreement.

(d) Certificate of Good Standing in respect of PL, certified by the Secretary of State of the Commonwealth of Pennsylvania, as of a recent date.

(e) Lien Certificate in respect of PL from the Commonwealth of Pennsylvania, as of a date not more than ten days prior to Second Closing.

(f) Such other documents as AE shall reasonably request.

10. AE shall have delivered to PL true and complete copies of the following documents:

(a) AE's Articles of Incorporation, as amended, certified by AE's Secretary as of Second Closing.

(b) AE's By-laws, as amended, certified by AE's Secretary as of Second Closing.

(c) AE's Incumbency Certificate of the officers who shall have executed and delivered this Agreement.

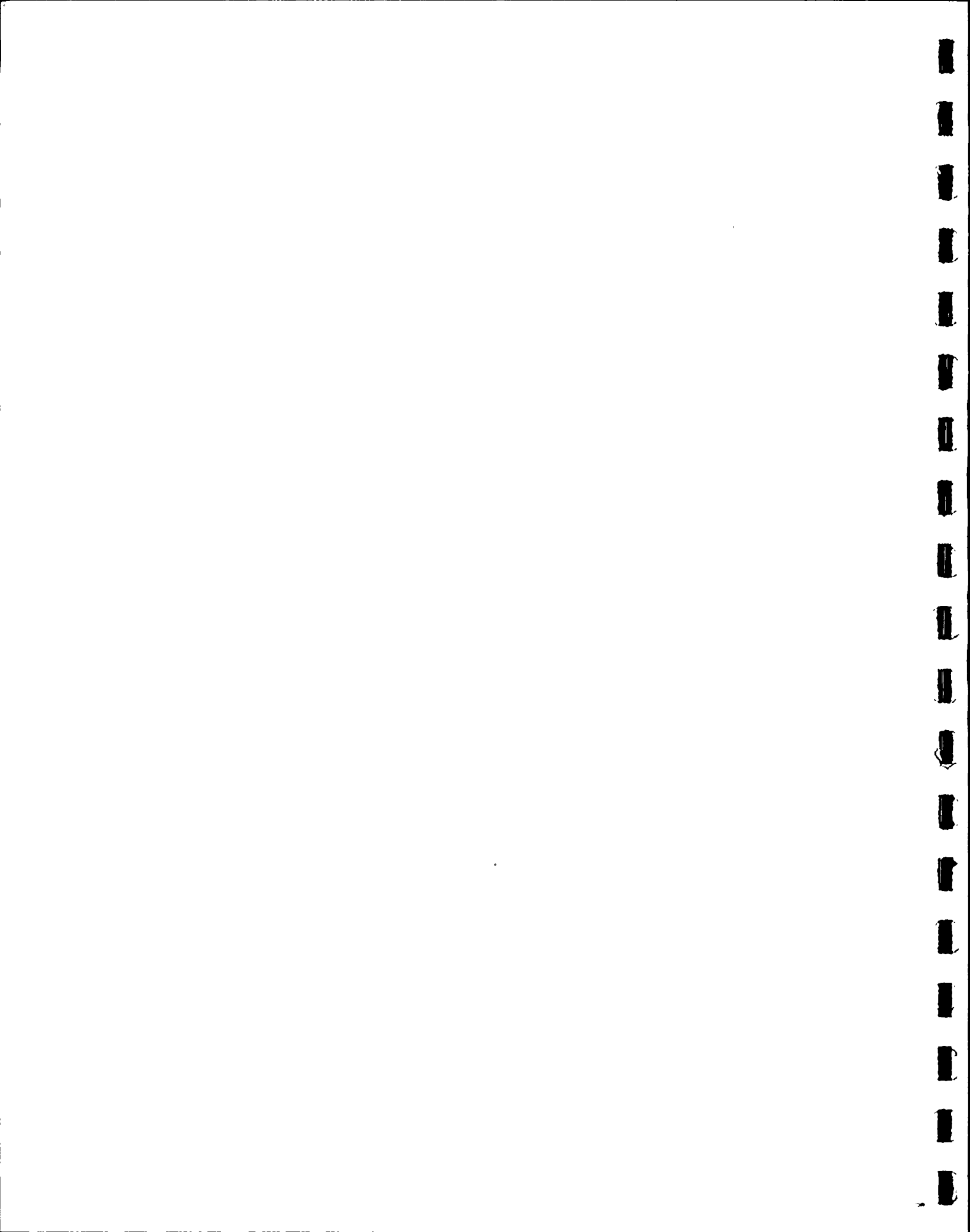
(d) Certificate of Good Standing in respect of AE certified by the Secretary of State of the Commonwealth of Pennsylvania, as of a recent date.

(e) Lien Certificate in respect of AE from the Commonwealth of Pennsylvania, evidencing that there are no liens of record against AE, as of a date not more than ten days prior to Second Closing.

(f) Such other documents as PL shall reasonably request.

11. PL shall have received from William C. Wise, Esquire, counsel to AE, or other counsel acceptable to PL, a favorable opinion addressed to PL in a form acceptable to PL, dated the Second Closing Date, as to:

(a) The due organization, valid existence and good standing of AE under the laws of the Commonwealth of Pennsylvania, and its due qualification to conduct business in Pennsylvania.



(b) The corporate power and authority of AE to execute, deliver, perform and observe its obligations under this Agreement.

12. AE shall have received from Edward M. Nagel, Esquire, General Counsel to PL, a favorable opinion addressed to AE in a form acceptable to AE, dated the Second Closing Date, as to:

(a) The due organization, valid existence and good standing of PL under the laws of the Commonwealth of Pennsylvania and its due qualification to conduct business in Pennsylvania.

(b) The corporate power and authority of PL to execute, deliver, perform and observe its obligations under this Agreement.

13. AE shall have received from Edward M. Nagel, Esquire, General Counsel to PL, an opinion addressed to AE in a form acceptable to AE dated the Second Closing Date as to the title to Susquehanna.

14. AE shall have delivered to PL (i) a letter addressed to Chemical Bank signed by the President or a Vice President of AE and the Governor of National Rural Utilities Cooperative Finance Corporation authorizing Chemical Bank to cancel the Letter of Credit, dated March 18, 1977, established by Chemical Bank in favor of the National Rural Utilities Cooperative Finance Corporation and (ii) the original of the said Letter of Credit.

15. The receipt by PL of a letter from the Rural Electrification Administration (REA) stating that in the event that AE defaults under the terms of the mortgage from AE to the REA in respect of Susquehanna that the REA will have no right against PL under said mortgage greater than the rights of AE as set forth in this Agreement, the Operating Agreement and other agreements between PL and AE bearing even date herewith.

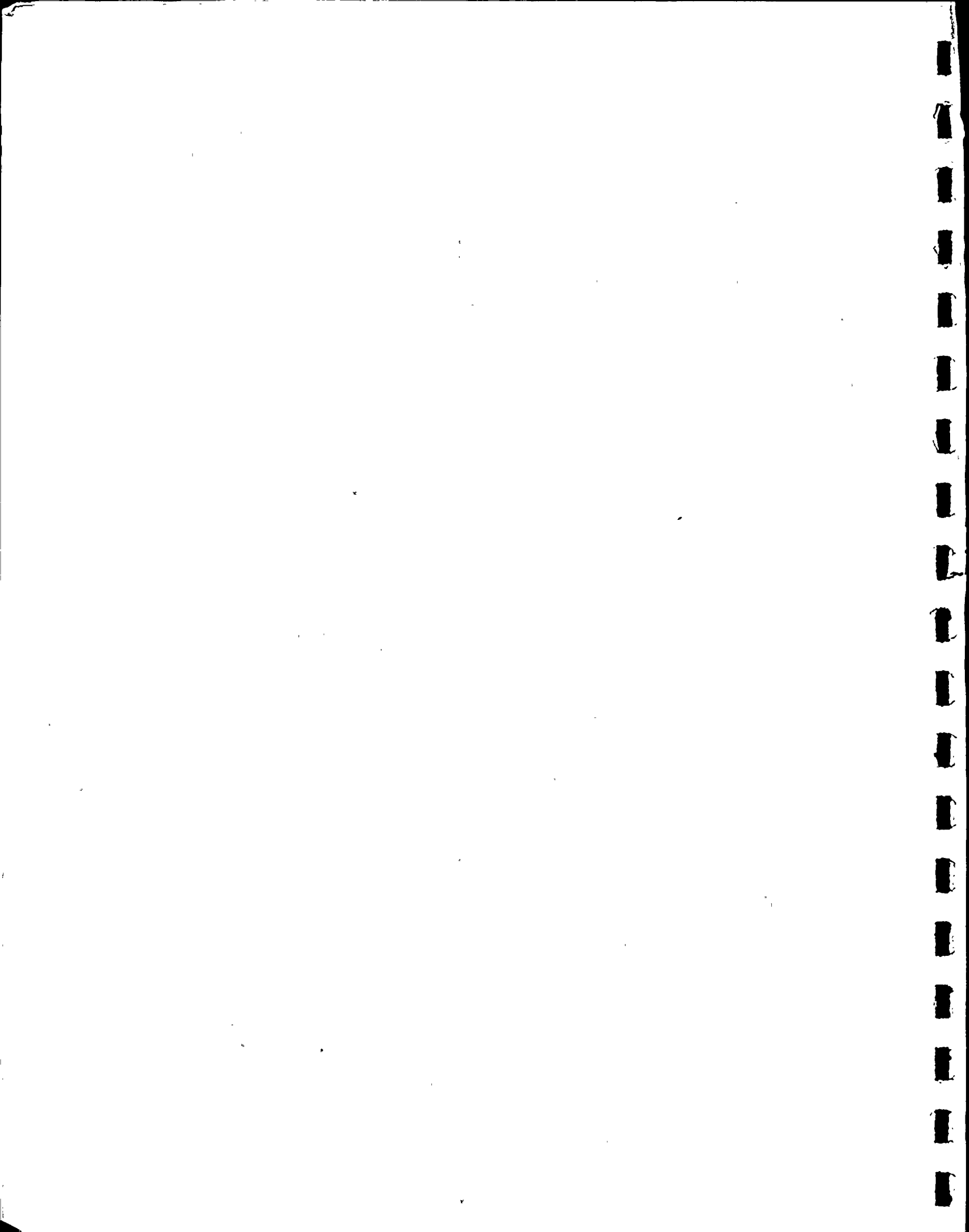
(End of Article XIV)

Article XV: Taxation

A. PL and AE agree that as proposed tenants in common and owners of undivided interests in Susquehanna pursuant to the terms of this Agreement, for United States Income Tax purposes PL shall elect in accordance with the provisions of Internal Revenue Code Section 761 and the applicable income tax regulations to be excluded from all of the provisions of Subchapter K of the Internal Revenue Code upon the first occasion in which such election may be filed under these regulations and that if such election is not filed this Agreement shall constitute such an election under Regulations Section 1.761-2(b)(2)(ii) beginning with the first year of the creation of the tenancy in common as contemplated in this Agreement and that AE shall not object to any such election.

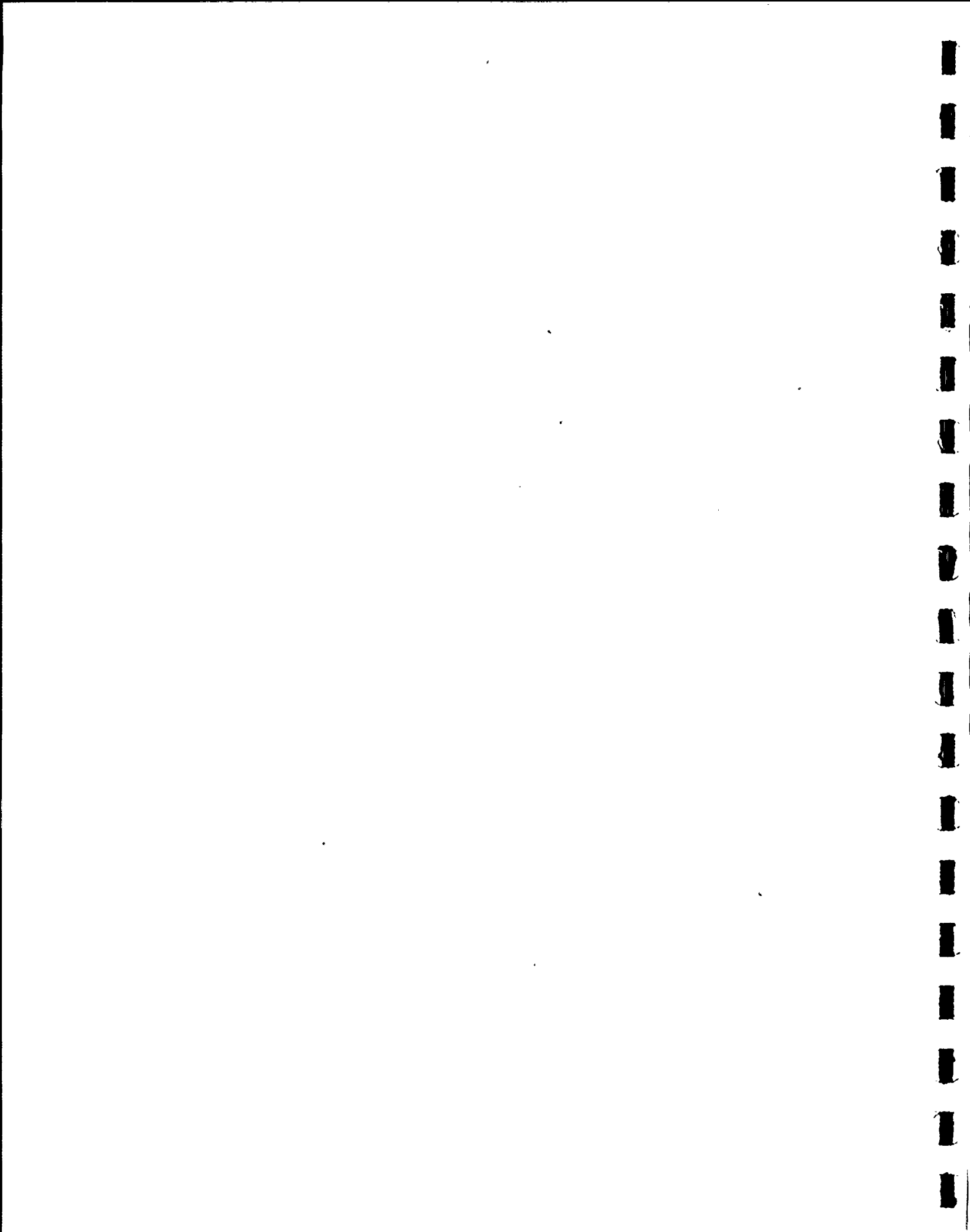
B. From time to time, as the need may arise, PL and AE hereby agree to cooperate with each other, in good faith, with a view towards reaching mutual agreements with respect to any federal, state, or local tax problems or tax situations and to cooperate in requesting tax rulings.

(End of Article XV)



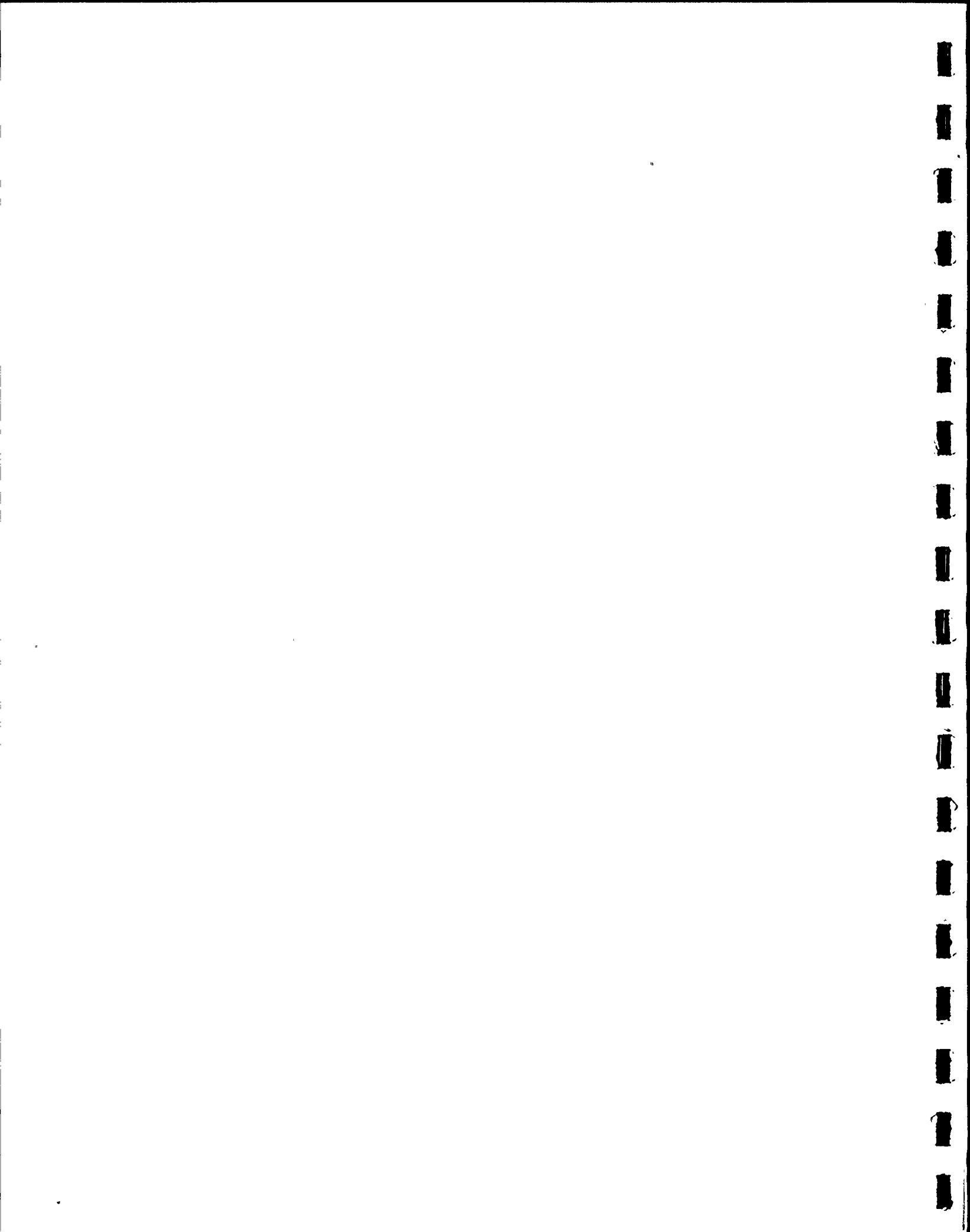
Article XVI: Sharing of Risks

Except as contemplated in Article XXXI of this Agreement, anything contained in this Agreement or the Operating Agreement, or any other written document whether written prior to, during, or subsequent to the execution of this Agreement, and any oral statement whether made prior to, during, or subsequent to the execution of this Agreement, to the contrary notwithstanding, PL and AE shall share in proportion to their respective undivided ownership interests as contemplated in this Agreement, any and all responsibility and any and all risks of any nature whatsoever in respect of Susquehanna (other than responsibilities resulting from the failure of one Party to perform a financial duty to the other Party under this Agreement or the Operating Agreement) which responsibility and risks shall include, but shall not be limited to the following: (a) the financial success or failure of Susquehanna, (b) all liability sounding in tort, strict liability, contract, or otherwise in respect of Susquehanna, (c) any situation arising out of or in any manner whatsoever connected with scientific, engineering or environmental aspects of Susquehanna, (d) any situation arising out of or in any manner connected with the construction, design, operation, management, or maintenance and retirement of Susquehanna, (e) any situation arising out of or in any manner connected with any and all regulations, laws, decisions, rulings, orders, advisements, notices, or other



communications, of any governmental, quasi-governmental, regulatory, supervisory, or advisory body, of any nature whatsoever, provided however, nothing herein shall limit the benefits or the responsibilities which each Party shall derive as a result of its undivided ownership interests in Susquehanna.

(End of Article XVI)



Article XVII: Notice

Any notice, request, consent, offer, acceptance, rejection, or other communication permitted or required by this Agreement shall be in writing and shall be deemed given when deposited in the United States Mail, first class postage prepaid, and if given to PL, shall be addressed to:

Pennsylvania Power & Light Company
Two North Ninth Street
Allentown, Pennsylvania 18101

Attention: Treasurer

and if given to AE, shall be addressed to:

Allegheny Electric Cooperative, Inc.
2929 North Front Street
Harrisburg, Pennsylvania 17110

Attention: Mr. William F. Matson

unless a different officer or address shall have been designated.

(End of Article XVII)



Article XVIII: Notice Concerning Contract Operation

PL shall, on a timely basis, keep AE advised of the progress of the testing process and results of same with regard to each unit of Susquehanna.

(End of Article XVIII)



Article XIX: Survival

All agreements, covenants, promises, representations and warranties, surrenders and releases as contained in this Agreement shall survive Closing and Second Closing and shall survive conveyance of Susquehanna Project and Susquehanna Additions, and shall not be deemed to merge with the Deed (the form of which is attached hereto as Exhibit A) and conveyance of Susquehanna Project and Susquehanna Additions, and shall survive the delivery of the Bill of Sale, the form of which is attached hereto as Exhibit B, as it may be amended.

(End of Article XIX)



Article XX: Amendments

Any amendment to this Agreement shall not become effective until approved by the Administrator of the Rural Electrification Administration. The Termination Agreement by and between PL and AE bearing even date herewith shall not be deemed an amendment to this Agreement or the Operating Agreement requiring as a condition to its becoming effective, the approval of the Administrator of the Rural Electrification Administration.

(End of Article XX)



Article XXI: Successors, Assigns, Transferees and Grantees

This Agreement shall enure to the benefit of and be binding upon AE and its respective successors, assigns, transferees, and grantees, as provided for in Article X of this Agreement.

(End of Article XXI)

Article XXII: Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(End of Article XXII)



Article XXIII: Governing Law

The validity, interpretation, and performance of this Agreement and of each and every provision hereunder shall, except as otherwise provided by law, be governed by the laws of the Commonwealth of Pennsylvania.

(End of Article XXIII)

Article XXIV: Benefit of Agreement

Except as contemplated in Article X and Article XXI of this Agreement, the provisions of this Agreement are for the benefit of the Parties and not for any other person or entity.

(End of Article XXIV)

Article XXV: Severability

The provisions of this Agreement are severable, and if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect without regard to the fact that one or several provisions of this Agreement may be determined from time to time to be illegal or unenforceable, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied.

(End of Article XXV)

Article XXVI: Recording

This Agreement shall be recorded subsequent to Second Closing in the office of the Recorder of Deeds of Luzerne County, Pennsylvania and in any other County in Pennsylvania in which either Party may from time to time deem appropriate.

(End of Article XXVI)

Article XXVII: Failure to Enforce Provisions of this Agreement

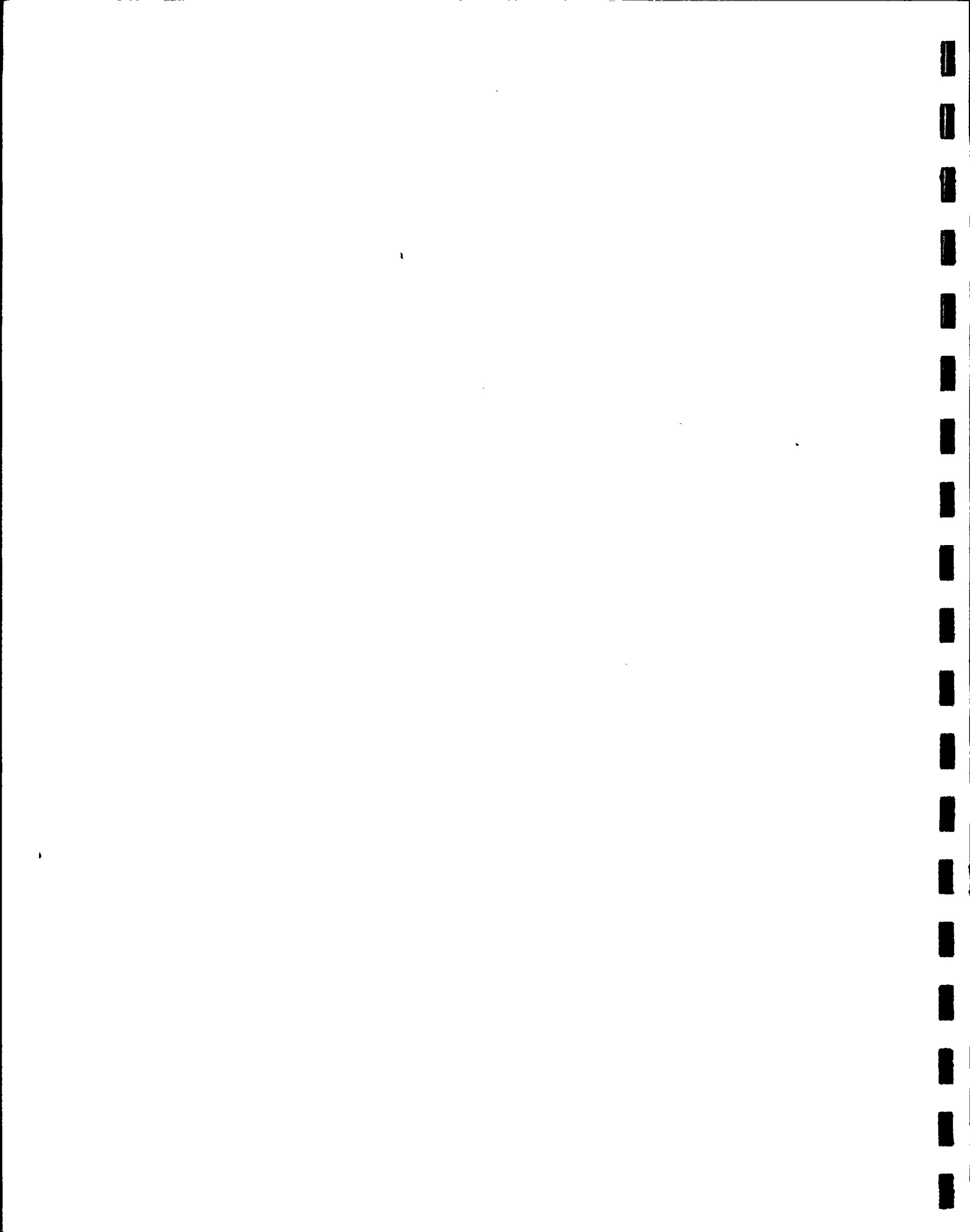
The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder, shall not be construed as a waiver of any such provisions, or the relinquishment of any such rights, but the same shall continue to remain in full force and effect.

(End of Article XXVII)

Article XXVIII: No Delay

No disagreement or dispute of any nature between PL and AE concerning any matter, including but not limited to the amount of any payment shown on any bill or notice submitted by PL to AE pursuant to this Agreement or the Operating Agreement, to be due from AE, shall permit AE to delay or withhold any payment or the performance of any other obligation pursuant to this Agreement, or pursuant to the Operating Agreement, except as contemplated in Article V, Subpart H of this Agreement, and except as contemplated by Article III, Subpart G of the Operating Agreement.

(End of Article XXVIII)



Article XXIX: Article Headings Not To Affect Meaning

The descriptive headings of the various Articles of this Agreement have been inserted for convenience or reference only and shall in no manner modify or restrict any of the terms or provisions hereof.

(End of Article XXIX)

Article XXX: AE Remedies

A. General Provisions:

At Closing, PL shall furnish to AE a schedule of the anticipated stages of Susquehanna construction (hereinafter Construction Schedule) in form and in substance mutually satisfactory to PL and AE which shall describe the stages of construction of Susquehanna Unit #1 and Susquehanna Unit #2 and which shall be updated by PL at least once annually.

In the event that any Construction Schedule issued subsequent to Closing shall contain an estimate of the date upon which either unit of Susquehanna or both units of Susquehanna are expected to commence Contract Operation which is later in time than the date in the corresponding estimate as specified in the immediately preceding Construction Schedule or in the event that PL announces a Deferment [as defined in this Article XXX, Subpart B(7)] PL shall prepare and send to AE a written statement of the causes of the changes in said Construction Schedule from the immediately preceding Construction Schedule which shall include PL's estimate of the benefits, if any, which PL or AE may receive as a result of the change in said Construction Schedule.

The Parties hereby agree that causes of changes in the Construction Schedule (Causes) shall be classified only as follows:

Cause One shall be changes to which PL and AE have mutually agreed.



Cause Two shall be changes from which AE has received, expects to receive, or receives substantial Net Benefits [as defined in this Article XXX, Subpart B(8)].

Cause Three shall be changes from which PL has received, expects to receive, or receives substantial Net Benefits, provided that AE has not received, does not expect to receive, and does not receive substantial Net Benefits.

Cause Four shall be changes resulting from Financial Considerations (as defined in Subpart G of this Article XXX).

Cause Five shall be changes for reasons other than those included in Cause One, Cause Two, Cause Three, or Cause Four.

The rights and remedies of AE provided for in this Article XXX which may result from the events provided for in this Article XXX shall be the sole and exclusive rights and remedies of AE, and AE hereby and forever waives, releases, surrenders and quitclaims any and all rights and remedies under this Article XXX other than as provided for in this Article XXX as now or may hereafter be provided, permitted or recognized by law or equity.

The definitions, remedies, provisions, requirements, prerequisites, accruals, and occurrences as herein set forth in this Article XXX are applicable only with respect to this Article XXX and are separate, distinct, and applicable to each unit of Susquehanna unless otherwise so stated.

Except for the option provided for in Subpart G of this Article XXX, any option granted to AE pursuant to this Article XXX shall expire and be null and void on this sixtieth (60th) day subsequent to the first day on which said option becomes exercisable.

B. Definitions

1. Unit shall be Susquehanna Unit #1 or Susquehanna Unit #2, as appropriate, and shall include the facilities and property as accounted for or designated by PL as either Susquehanna Unit #1 or Susquehanna Unit #2 together with an appropriate allocation by PL between Susquehanna Unit #1 and Susquehanna Unit #2 of all other facilities and property of Susquehanna.

2. Power Purchase Amount Date shall be the date on which either of the following two events shall first occur:

a. PL announces a Cause Three Deferment which by itself or in combination with previously announced Cause Three Deferments results in a total Deferment exceeding 180 days; or

b. Actual Deferment(s) due to Cause Three accumulate to one hundred eighty-one (181) days.

3. Power Purchase Start Date shall be determined on the Power Purchase Amount Date and shall be determined as:

a. The date the Unit is expected to commence Contract Operation as estimated at Closing;

b. Plus periods of Deferment resulting from Cause One, Cause Two, Cause Four, and Cause Five which have actually occurred;

c. Plus one hundred eighty-one (181) days.



4. Ownership Adjustment Date shall be determined on the date the Unit commences Contract Operation as:

a. The date the Unit is expected to commence Contract Operation as estimated at Closing;

b. Plus periods of Deferment resulting from Cause One, Cause Two, Cause Four, and Cause Five;

c. Plus one hundred eighty-one (181) days.

5. Option Date shall be determined as:

a. The date the Unit is expected to commence Contract Operation as estimated at Closing;

b. Plus periods of Deferment resulting from Cause One, Cause Two, Cause Four and Cause Five which have actually occurred prior to the event specified in this Article XXX, Subpart B(5)(c);

c. Plus the actual accumulation of three and one-half years of Deferments resulting from Cause Three.

6. Cash Payment Date shall be the date on which either of the following two events shall first occur:

a. PL announces that PL anticipates that there will be an uninterrupted Cause Five Deferment which shall last not less than four years; or

b. The actual occurrence of an uninterrupted Cause Five Deferment which has lasted four years;

provided that such date occurs on or after a date determined as:



c. The date the Unit is expected to commence Contract Operation as estimated at Closing;

d. Plus periods of Deferment resulting from Cause One, Cause Two, Cause Four and Cause Five which have actually occurred;

e. Plus one hundred eighty-one (181) days.

7. Deferment - A Deferment shall be deemed to have occurred in the event that subsequent to Closing PL publicly announces or specifies in a Construction Schedule that the estimated date on which a Unit shall commence Contract Operation is a date later than that which had been previously anticipated and announced publicly or specified in a Construction Schedule.

8. Net Benefits shall mean the sum total of the benefits minus the sum total of any detriments which result or are expected to result from a Deferment.

9. Construction Costs - As defined in Article III of this Agreement.

10. Allowance for Funds Used During Construction - As defined in Article I of this Agreement.



C. Remedies - AE Power Purchases

1. In the event that the Unit is not placed in Contract Operation by Power Purchase State Date, AE shall be entitled, at its option, to purchase power from PL. In the event that AE exercises said option PL shall sell power to AE for the period commencing on Power Purchase Start Date and continuing until the Unit begins Contract Operation or December 31, 2015, whichever shall first occur (hereinafter Power Supply Period #1) in the amounts and under the terms and conditions as set forth herein below.

The energy which AE may purchase from PL during any month of Power Supply Period #1 shall not exceed seven-tenths (0.7) multiplied by the number of hours in such month multiplied by the Maximum Possible Scheduled Demand. For the purposes of this Article XXX, Subpart C(1), the Maximum Possible Scheduled Demand shall be defined as 105 MW multiplied by the fraction set forth in Formula 1 of Exhibit N attached hereto and made a part hereof.

AE shall reimburse PL for the power purchased by AE pursuant to the terms of this Article XXX, Subpart C(1) pursuant to a rate schedule to be filed by PL with the Federal Power Commission (FPC) and accepted by the FPC at or before the time such power is to be purchased by AE which rate schedule shall reflect the costs of providing said power including but not limited to a reasonable return on investment,

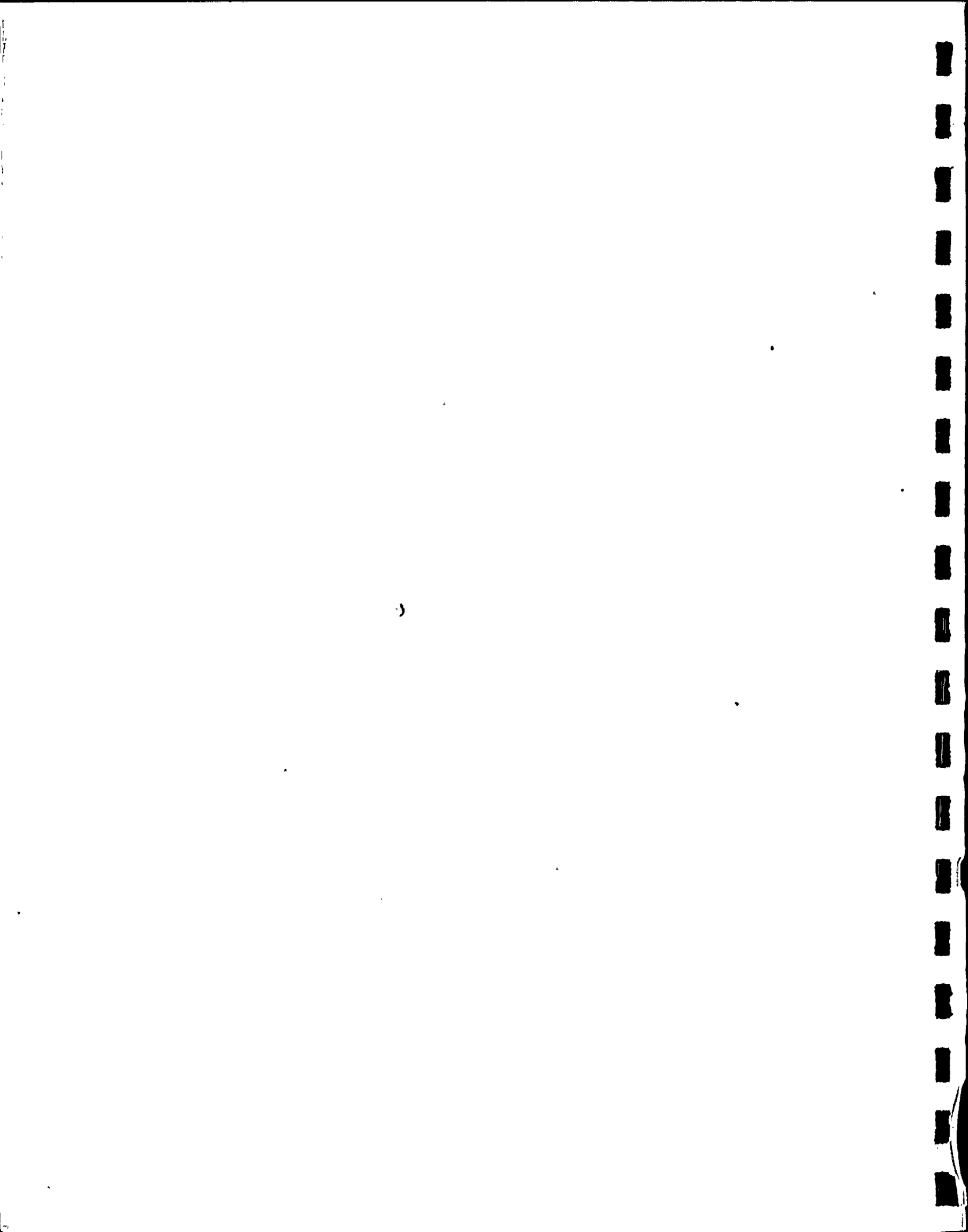


depreciation, taxes, and operating expenses; except, however, that in the determination of such rate schedule, Construction Work in Progress for the Unit shall not be included, and excepting further that such rate schedule shall not include a transmission charge provided that AE has substantially invested in transmission facilities on the PL system. Such rate schedule may be modified from time to time by PL, subject to FPC acceptance, to reflect any changes in the conditions or cost of providing said power. Such rate schedule is specifically subject to the terms and conditions set forth in Article XXV of the Operating Agreement which is incorporated by reference herein as though fully set forth herein. For the purposes of this Subpart C(1) of this Article XXX, Construction Work In Progress for the Unit shall mean any amounts of Construction Work in Progress recorded on PL's accounting books and records applicable to the Unit.

AE shall schedule the quantities of power to be purchased by AE from PL as contemplated in this Article XXX by advising PL as follows:

a. Three years (or such other period as to which AE and PL mutually agree) prior to each twelve month period occurring during the Power Supply Period #1 (or Power Supply Period #2 or Power Supply Period #3 as the case may be) as to monthly demands; and

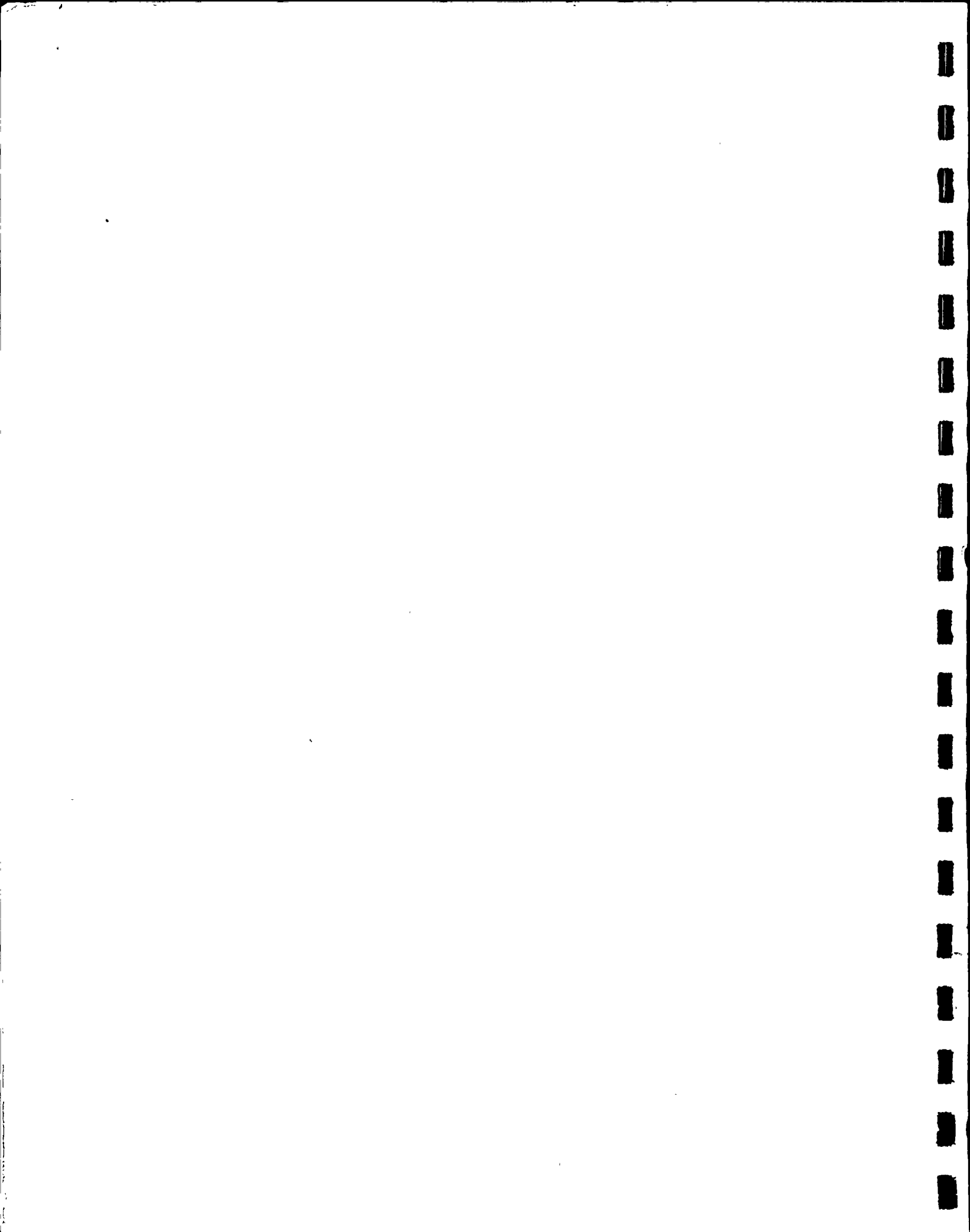
b. Fifteen (15) days prior to any month which falls in whole or part within Power Supply Period #1 (or Power



Supply Period #2 or Power Supply Period #3 as the case may be) as to hourly integrated energy amounts for each hour of said month.

2. In the event that the Unit is not placed in Contract Operation by Option Date, AE shall be entitled, at its option, to purchase power from PL. In the event AE exercises said option, PL shall sell power to AE for a period of twelve years commencing on Option Date (Power Supply Period #2) in the amounts and according to the scheduling procedures set forth in this Article XXX, Subpart C(1), except that for the purposes of this Article XXX, Subpart C(2) the Maximum Possible Scheduled Demand shall be 105 MW and excepting further that the monthly demands scheduled for each twelve month period subsequent to the first twelve month period of Power Supply Period #2 shall equal the monthly demands scheduled for such first twelve-month period.

The amount that AE shall reimburse PL for the power purchased by AE from PL pursuant to this Article XXX, Subpart C(2) shall be as set forth in this Article XXX, Subpart C(1) except, however, that for purposes of this Article XXX, Subpart C(2) Construction Work In Progress for the Unit shall mean any amounts of Construction Work In Progress as set forth on PL's accounting books and records for the Unit multiplied by a fraction, the numerator of which is the Purchase Price [as defined and set forth in this Article XXX, Subpart E(1)]



minus all payments made by PL to AE pursuant to this Article XXX, Subpart E(2) but not including, however, any portion of the aforesaid sum which constitutes interest paid on the outstanding balance of principal, and the denominator of which shall equal the Purchase Price.

AE's right to purchase power from PL pursuant to this Article XXX, Subpart C(2) shall be available if and only if AE waives, releases, surrenders, and quitclaims all of AE's rights and remedies set forth in this Article XXX, Subpart C(1) and further that AE exercises its option set forth in this Article XXX, Subpart E(1).

3. In the event that the Unit is not placed in Contract Operation by Cash Payment Date, AE shall be entitled, at its option, to purchase power from PL. In the event that AE exercises said option, PL shall sell power to AE for the period commencing on the Cash Payment Date and continuing until the Unit begins Contract Operation or December 31, 2015, whichever shall first occur (Power Supply Period #3) in the amounts and according to the scheduling procedures set forth in this Article XXX, Subpart C(1) above, except that for purposes of this Article XXX, Subpart C(3) the Maximum Possible Scheduled Demand shall be 105 MW and except that the monthly demands scheduled for each twelve month period subsequent to the first twelve month period of Power Supply Period #3 shall equal the monthly demands scheduled for such first twelve-month period.

The amount AE shall reimburse PL for the power purchased by AE from PL pursuant to this Article XXX, Subpart C(3) shall be as set forth in Article XXX, Subpart C(1), except, however, that for the purposes of this Article XXX, Subpart C(3) Construction Work In Progress for the Unit shall be included in the determination of the rate if such practice is allowed by the FPC.

AE's right to purchase power from PL pursuant to this Article XXX, Subpart C(3) shall be available if and only if AE waives, releases, surrenders, and quitclaims all of AE's rights and remedies set forth in this Article XXX, Subparts C(1), C(2), D(2) and E(1); and further, that AE exercises its option set forth in Subpart E(2).

D. Remedies - Adjustment of Interests in Unit

1. Anything contained in this Article XXX or the remainder of this Agreement or the Operating Agreement to the contrary notwithstanding AE shall pay to PL ten percent of all Construction Costs Subsequent to Closing pursuant to the terms of this Agreement as billed by PL to AE. .

2. In the event that the Unit is not placed in Contract Operation by Ownership Adjustment Date, on the date the Unit commences Contract Operation the undivided ownership interests in the Unit shall be adjusted by and between



the Parties hereto by such action as may be necessary or desirable to accomplish such adjustment to provide that AE shall have an undivided ownership interest in the Unit with PL as tenants in common, under and subject to all terms of this Agreement and the Operating Agreement, equal to the fraction obtained by application of Formula 2 set forth on Exhibit N attached hereto and made a part hereof.

E. Remedies - PL Purchase of AE Ownership or Compensation for Certain Additional Costs

1. In the event that the Unit is not placed in Contract Operation by Option Date and AE exercises its option as set forth in Subpart C(2), PL shall purchase from AE at AE's option, all of AE's undivided ownership interest in the Unit on Option Date. The Purchase Price shall be equal to the sum of monies expended by AE as Construction Costs for the Unit plus AE's Allowance for Funds Used During Construction related thereto as of the Option Date.

2. In the event that the Unit is not placed in Contract Operation by Cash Payment Date and AE exercises its option set forth in Subpart C(3), PL shall pay AE an amount equal to:

a. The sum of monies expended by AE as Construction Costs for the Unit plus AE's Allowance for Funds Used During Construction related thereto as of a date which date shall be determined as:



- (1) The date the Unit is expected to commence Contract Operation as estimated at Closing;
- (2) Plus periods of Deferment resulting from all Causes;

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b. An estimate of the sum of monies which would have been expended by AE as Construction Costs for the Unit plus AE's Allowance for Funds Used During Construction related thereto for complete construction of the Unit in order to place the Unit in Contract Operation at a date which shall be determined as:

- (1) The date the Unit is expected to commence Contract Operation as estimated at Closing;
- (2) Plus periods of Deferment resulting from Cause One, Cause Two, Cause Four, and Cause Five;
- (3) Plus one hundred eighty-one (181) days.

The dates set forth in Subpart E(2)(a) and (b) above shall be determined based on all Deferments occurring prior to Cash Payment Date.

In the event that the amount determined in accordance with this Article XXX, Subpart E(2)(b) exceeds the amount determined in accordance with this Article XXX, Subpart E(2)(a), no payment shall be made by either Party.



3. PL shall pay the amount due pursuant to this Article XXX, Subpart E(1) or E(2) in seven (7) equal annual payments starting one (1) year subsequent to the Option Date or Cash Payment Date, as appropriate, which payments shall include interest on the outstanding balance of principal at an interest rate computed at the weighted annual rate on the Funds which AE borrowed for the construction of Susquehanna and the repayment of which Funds the Rural Electrification Administration has guaranteed or the borrowing of which Funds received the approval of the Rural Electrification Administration. PL may prepay any portion or all of the outstanding balance of principal at any time or from time to time at PL's option without premium or penalty.

F. Arbitration

1. In the event that there is a dispute between the Parties hereto with regard as to whether a Cause in the change in the Construction Schedule is one which entitles AE to any remedies pursuant to this Article XXX, such dispute shall be submitted to a panel of arbitrators under and subject to the terms and conditions set forth below.

a. The only issue to be determined by the arbitrators is whether the Cause of a change in the Construction Schedule is a Cause One, Cause Two, Cause Three, or Cause Five.

b. In the event that the requirements of this Article XXX, Subpart G are satisfied, the reasons for the

change in the Construction Schedule shall be conclusively presumed to be Cause Four and shall not be subject to this Article XXX, Subpart F and further shall not be subject to any other arbitration provision of any nature.

2. Each decision of a panel of arbitrators shall be binding on the Parties hereto during the period commencing on the day on which the panel of arbitrators renders its decision and ending on the date on which a subsequent panel of arbitrators renders a different decision.

a. Any rights, remedies and detriments accruing to the Parties hereto during the aforesaid period shall be vested rights, remedies and detriments with respect to that period and those rights, remedies and detriments accrued for any particular period shall not be nullified or negated by any decision of a subsequent panel of arbitrators.

b. Each Party hereto may appeal each decision of a Panel of Arbitrators to a new Panel of Arbitrators six months subsequent to each last decision of each panel of arbitrators. The procedures for arbitration under this Article XXX are set forth below:

The Moving Party, either PL or AE shall mail in a written notice to the other Party declaring that the Moving Party is enforcing the provisions of this Article XXX, Subpart F. Both PL and AE shall each then



appoint a single arbitrator within twenty (20) days from the date the aforesaid notice was received by the non-Moving Party. The two arbitrators so appointed shall mutually agree upon and select a third arbitrator within thirty (30) days subsequent to the date the aforesaid notice was received by the non-Moving Party. In the event that two appointed arbitrators are unable to select a third arbitrator within the required time either AE or PL shall petition the American Arbitration Association sitting at Philadelphia, Pennsylvania, to appoint a third arbitrator. If the American Arbitration Association does not appoint a third arbitrator within ten days after either Party petitions the American Arbitration Association to appoint a third arbitrator, PL or AE may petition any Federal Court Judge in Pennsylvania to appoint a third arbitrator. In the event that more than one arbitrator is so appointed, the first appointment, so made, shall be the operative appointment. The arbitrators shall agree upon and make the rules and procedures for the arbitration proceedings. The vote of the majority of the arbitrators shall be the decision of the panel of arbitrators. The arbitrators shall,

if possible, render their decision within thirty (30) days subsequent to the date the third arbitrator is appointed.

G. Remedies - Financial Considerations

In the event that PL is unable to obtain prior to Contract Operation of the last unit of Susquehanna to begin Contract Operation the required financing upon reasonable terms in order to continue the construction of Susquehanna (hereinafter referred to as Financial Considerations), and provided that any two of PL's financial advisors selected by PL from a list of such advisors attached hereto as Exhibit K and made a part hereof indicate in writing that it is the recommendation of said two financial advisors that PL delay from procuring the financing for Susquehanna because financing cannot be obtained upon reasonable terms for any period of time, then AE shall have the specific remedies as herein set forth in this Subpart G of this Article XXX.

In the event that PL is able to obtain the required financing upon reasonable terms subsequent to any period of Financial Considerations PL shall be permitted to provide its ninety percent (90%) share of the financing necessary to continue or complete the construction of Susquehanna, provided however, that if AE has made any commitment to procure Optional Financing (as defined below), PL shall be responsible to reimburse AE for all reasonable fees and



charges associated with AE's procurement of said Optional Financing which Optional Financing will not be used as a result of PL's ability to obtain the required financing as aforesaid. The rights and remedies of PL and AE as set forth in this Subpart G of this Article XXX may accrue, occur and be applicable and enforceable on more than one occasion.

In the event of Financial Considerations, AE shall have the option of providing financing (Optional Financing) to PL in excess of the financing which AE is obligated to provide pursuant to the terms of this Agreement for the purpose of continuing or completing the construction of Susquehanna which Optional Financing PL is obligated to accept, pursuant to the terms and conditions as herein set forth in this Subpart G of this Article XXX.

1. In the event that neither Susquehanna Unit #1 nor Susquehanna Unit #2 has started Contract Operation and AE provides Optional Financing, AE at its option may direct that such Optional Financing be used solely for the purpose of completing construction of one specific Unit.

2. In the event that AE provides Optional Financing pursuant to this Article XXX, Subpart G, the undivided ownership interests in the Unit shall be adjusted by and between the Parties by such action as may be necessary or desirable to accomplish such adjustment to provide that AE shall have an undivided ownership interest in the Unit with PL as tenants in common, under and subject to all terms and

conditions of this Agreement and the Operating Agreement, which interest shall be determined as follows:

a. On the date of Contract Operation of the first Unit to begin Contract Operation, AE's undivided ownership interest in such Unit shall be adjusted in accordance with Formula 3 on Exhibit N attached hereto and made a part hereof and AE's undivided ownership interest in the other Unit shall be adjusted in accordance with Formula 4 on Exhibit N attached hereto and made a part hereof.

b. On the date of the Contract Operation of the second Unit to begin Contract Operation, AE's undivided ownership interest in such Unit shall be adjusted in accordance with Formula 3 on Exhibit N attached hereto and made a part hereof.

3. In the event that AE has acquired greater than a ten percent (10%) undivided ownership interest in either Unit as a result of providing Optional Financing, AE shall have the option of selling to PL, under and subject to the terms and conditions as fully set forth hereinbelow, that portion of AE's undivided ownership interest in the Unit which AE has acquired through Optional Financing.

a. Within two years subsequent to Contract Operation of a Unit AE may send written notice to PL directing PL to purchase from AE all of AE's undivided ownership interest in that Unit which AE has acquired through Optional

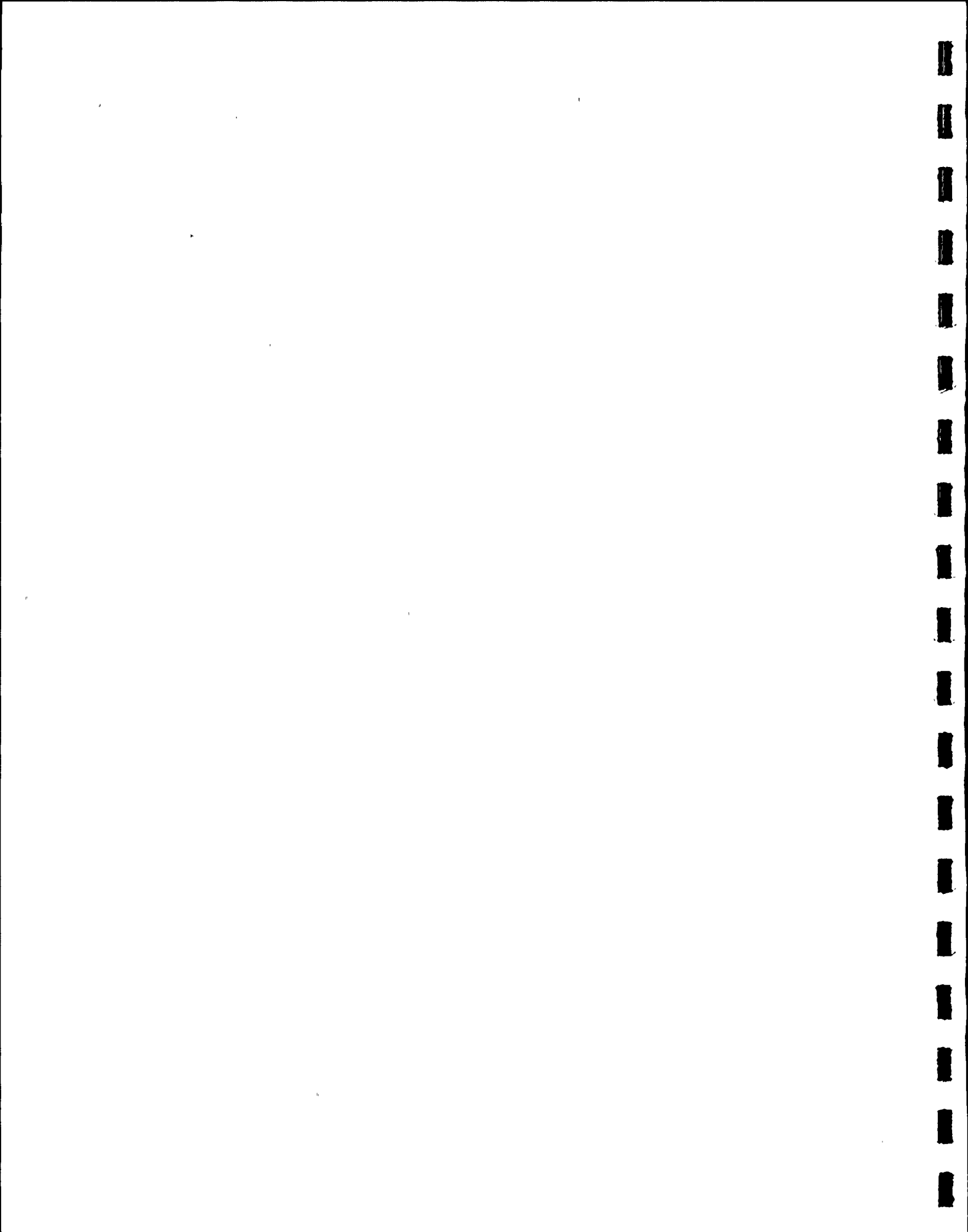
Financing. If PL does not receive such written notice from AE within said two-year period, it shall be conclusively presumed that AE has declined to exercise the option granted to AE pursuant to this Article XXX, Subpart G(3).

b. If AE exercises its option granted to AE pursuant to this Article XXX, Subpart G(3) with respect to a Unit, PL shall be obligated to purchase on the ninth anniversary of Contract Operation of that Unit AE's undivided ownership interest in that Unit which AE has acquired through Optional Financing at a price which shall be the sum of:

1. The amount of Optional Financing and related Allowance for Funds Used During Construction invested by AE in the Unit excluding that portion of Optional Financing and related Allowance for Funds Used During Construction invested by AE in:

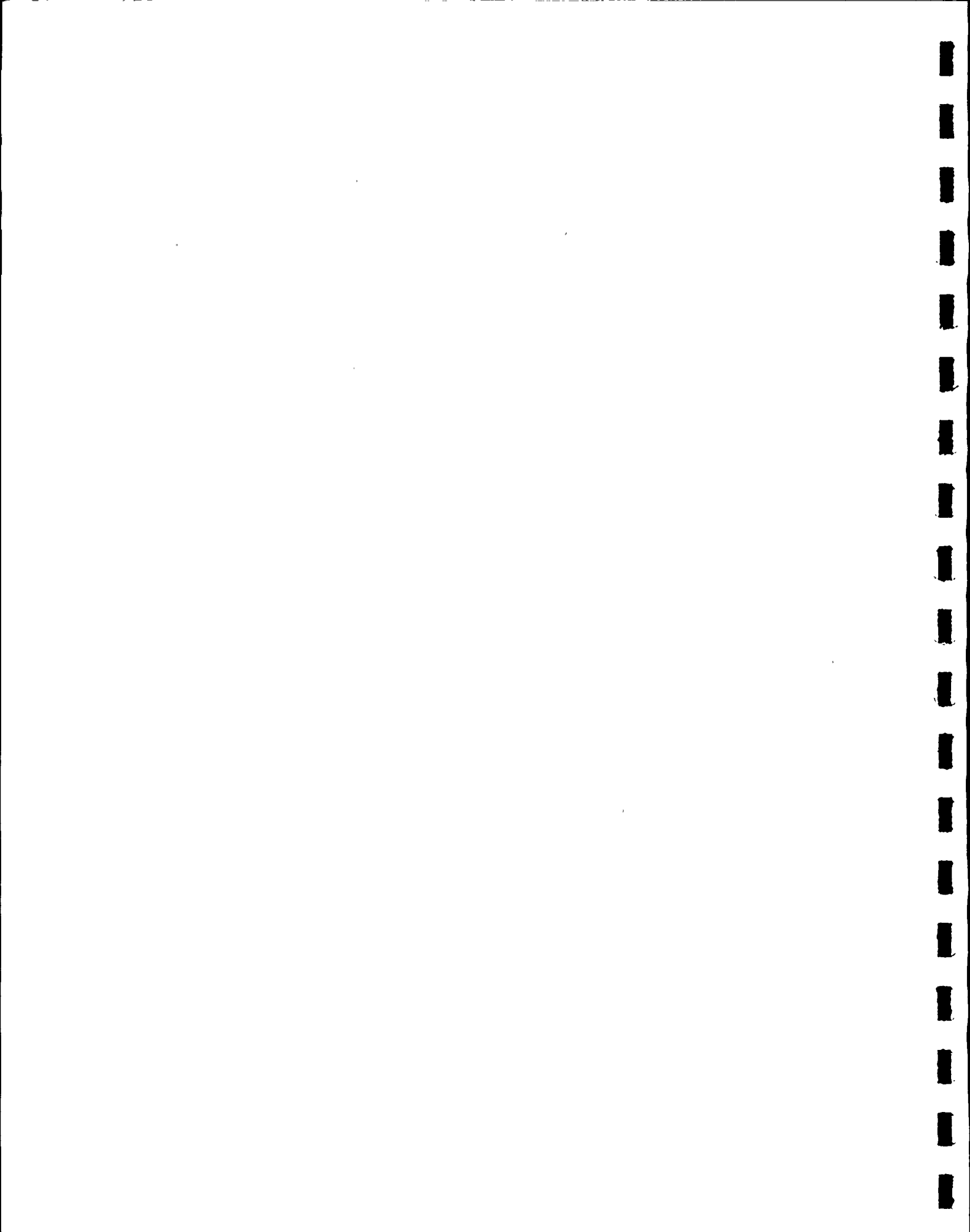
- (a) nuclear fuel; and
- (b) tools and equipment facilities, inventories of materials and supplies, and other tangible and intangible property used or to be used in respect of Susquehanna where such tangible or intangible property shall not include land, depreciable property or nuclear fuel.

2. Minus the amount of straight-line depreciation which would be accumulated from the date of Contract Operation of the Unit where the rate of depreciation



shall equal three and two-tenths percent (3.2%) annually and is applicable to the amount defined in this Article XXX, Subpart G(3)(b)(1);

3. And minus the decommissioning provision which would be accumulated by applying an annual rate of one-half of one percent (0.5%) to the amount defined in this Article XXX, Subpart G(3)(b)(1) above attributable to the Unit from the Date of Contract Operation of the Unit;
4. Plus the amount of Optional Financing and related Allowance for Funds Used During Construction invested by AE in nuclear fuel minus accumulated amortization of such fuel and minus other accumulated fuel cycle net costs directly assignable or allocable to consumption of such fuel;
5. Plus the amount of Optional Financing and related Allowance for Funds Used During Construction invested by AE in those items listed in this Article XXX, Subpart G(3)(b)(1)(b) minus the amount



invested in such items or portions of such items which have been used, consumed, or the value of which has otherwise expired.

c. If AE exercises its option granted to AE pursuant to this Article XXX, Subpart G(3) and provided that AE has complied fully with all the terms and conditions of this Article, then PL and AE shall perform such action as may be necessary or desirable to accomplish the transactions contemplated herein in a timely manner.

H. Adjustment of Parties' Interests in Output

If during any period that by the operation of the terms of this Article XXX, AE owns an undivided ownership interest in either Unit which is greater than a ten percent (10%) undivided ownership interest then AE shall obtain during such period the percentage of the hourly energy and capacity produced by that Unit corresponding to AE's undivided ownership interest in that Unit and AE shall pay to PL during such period a corresponding percentage of the Operating Costs (as defined in the Operating Agreement) for the Unit.

I. Terms of Conveyance

1. In the event that PL shall convey pursuant to the terms of this Article XXX on one or more occasions an undivided

ownership interest in a Unit to AE, said conveyance may be subject to the lien of the Mortgage and Deed of Trust, dated October 1, 1945 from PL to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as supplemented. PL shall, within nine years, subsequent to each separate conveyance as aforesaid, cause said lien to be satisfied of record, with respect to that interest conveyed by PL to AE pursuant to each individual conveyance. PL shall use its best efforts to cause said lien to be satisfied of record as aforesaid prior to the aforesaid nine-year period with respect to each separate conveyance, if said prior release will not adversely affect the general corporate and/or financial policies of PL.

2. In the event that AE shall convey pursuant to the terms of this Article XXX on one or more occasions an undivided ownership interest in a Unit to PL, said conveyance may be subject to the lien of the Rural Electrification Administration. AE shall, within nine years, subsequent to each separate conveyance as aforesaid, cause said lien to be satisfied of record, with respect to that interest conveyed by AE to PL pursuant to each individual conveyance. AE shall use its best efforts to cause said lien to be satisfied of record as aforesaid prior to the aforesaid nine-year period with respect to each separate conveyance, if said prior release will not adversely affect the general corporate and/or financial policies of AE.



J. Facilities Common to Both Units

The Parties agree that facilities common to both Units are not physically divisible between the Units and are required in the operation of both Units. In the event that the undivided ownership interests of the Parties hereto in Susquehanna Unit #1 are different from the undivided ownership interests of the Parties hereto in Susquehanna Unit #2 and the Parties hereto do not receive benefits from the utilization of facilities common to both Units commensurate with their respective investments in Susquehanna, then the Parties shall mutually establish equitable payments from each to the other to reflect the benefits from facilities common to both Units realized by each Party.

(End of Article XXX)

Article XXXI: Environment

A. PL shall comply in respect of Susquehanna with (1) applicable water and air pollution control standards and other environmental requirements imposed by federal or state statutes or regulations and (2) the provisions of any Environmental Impact Statement issued by the United States of America pursuant to the National Environmental Policy Act. PL shall take all steps necessary to assure that all actions undertaken pursuant to this Agreement by PL or entities specifically performing services for PL are in compliance with the provisions of this Subpart A of this Article XXXI.

B. PL warrants to the best of its knowledge that as of the Closing, Susquehanna is in full compliance with Subpart A of this Article XXXI, except as set forth in Exhibit H attached hereto and made a part hereof.

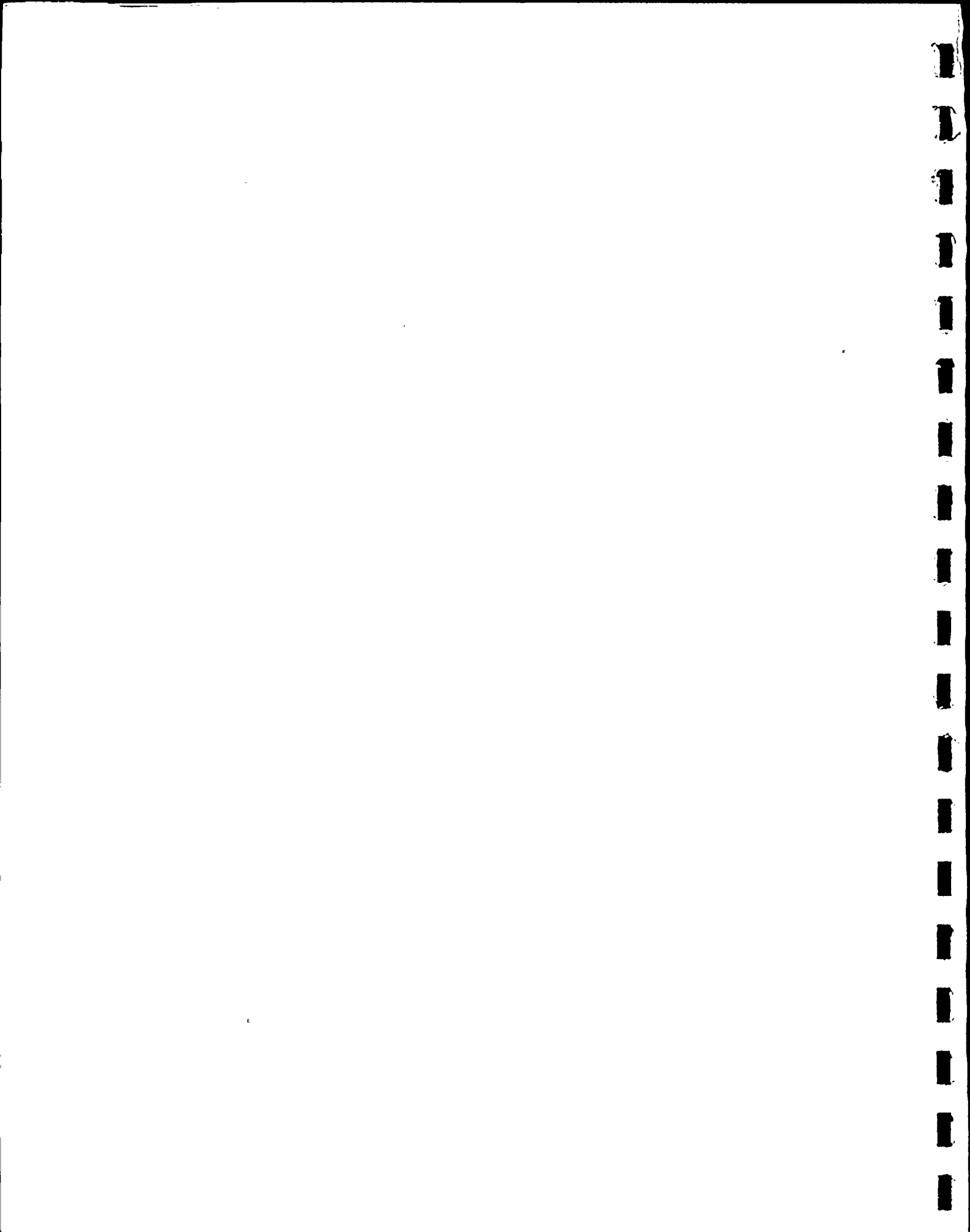
C. In the event PL fails to comply with the requirements of Subpart A of this Article XXXI, AE shall not be entitled to terminate or cancel this Agreement if all three of the following conditions are satisfied, however, AE reserves for itself all other rights at law, equity, or otherwise to remedy a breach by PL of the terms and conditions of this Article XXXI.

1. The items which are not in compliance with Subpart A of this Article XXXI are immaterial;

2. PL is making reasonable effort to correct the items which are not in compliance with Subpart A of this Article XXXI; and

3. The United States is not prevented by any statute, order or regulation from making or approving a loan or loan advance to AE with respect to Susquehanna, because of the specific items which are not in compliance with Subpart A of this Article XXXI; and provided further that PL reserves for itself all rights at law, equity, or otherwise to challenge any attempt by AE to terminate or cancel this Agreement pursuant to this Article XXXI or in the event that AE attempts to use any remedy which AE reserved for itself pursuant to this Article XXXI, Subpart C to remedy a breach by PL of the terms and conditions of this Article XXXI, and further, PL shall be permitted to enter and use any defense, counterclaim or set-off in the event that AE attempts to terminate or cancel this Agreement.

(End of Article XXXI)



Article XXXII: Further Assurances

From time to time subsequent to Closing, PL and AE shall execute such instruments of conveyance and other documents, upon the request of the other, as may be necessary and appropriate to carry out the intent of this Agreement and of the Operating Agreement.

(End of Article XXXII)

Article XXXIII: Statutes

PL acknowledges that it is familiar with the following:

(1) The Rural Electrification Act of 1936,
as amended; and

(2) 18 USCA 287, 18 USCA 874, 18 USCA 1001

and PL agrees to comply with the statutes hereinabove set forth insofar as same are applicable to PL. PL agrees that the obligation of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction over Susquehanna.

(End of Article XXXIII)

Article XXXIV: Historical Sites

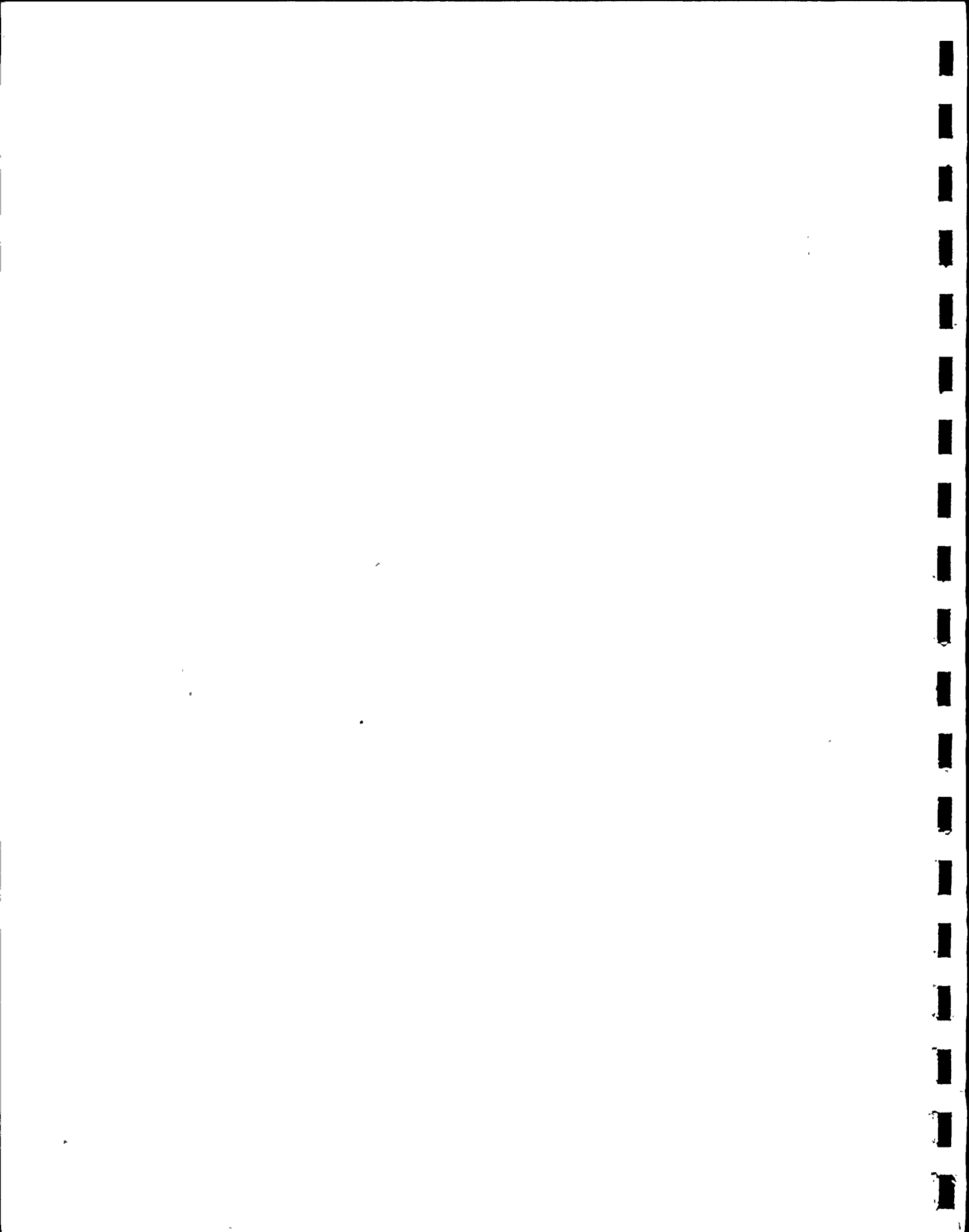
PL shall not, without the prior approval of the Administrator of the Rural Electrification Administration, use any portion of the funds made available to PL by AE pursuant to the terms of this Agreement to construct any facilities to be used in connection with Susquehanna on or at any site building, structure or object which site, building, structure or object is included in the National Register of Historic Places, maintained by the Secretary of the Interior pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act.

(End of Article XXXIV)

Article XXXV: Waiver

AE shall not exercise its right under Pennsylvania Statute 1937, June 21, P.L. 1969 Section 4, [15 Purdon's Statutes Section 12404(12)] with respect to the property of PL and PL's successors and assigns related to Susquehanna.

(End of Article XXXV)



Article XXXVI: Safety

A. In the acquisition, construction and completion of Susquehanna pursuant to this Agreement, PL shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes, including without limitation, all regulations of the Federal Occupational Safety and Health Administration.

B. AE may not cancel or terminate this Agreement on the grounds that PL has breached the covenants contained in Subpart A of this Article XXXVI until after PL has been given (i) notice of such breach and (ii) a reasonable opportunity to correct the circumstances causing the breach; provided, that this provision shall be applied in a manner not inconsistent with all applicable federal, state, and local laws and regulations, and provided further that AE shall not be prevented from exercising all other rights or remedies available to it in law or in equity for breach of Subpart A of this Article XXXVI.

(End of Article XXXVI)

Article XXXVII: Flood Hazard Areas

Anything contained in this Agreement to the contrary notwithstanding, AE shall be under no obligation to advance any funds to PL to finance the construction or acquisition of any building in any area identified by the Secretary of Housing and Urban Development, pursuant to the Flood Disaster Protection Act of 1973 (the "Flood Insurance Act") or any rules, regulations, or orders issued to implement the Flood Insurance Act ("Rules") as an area having special flood hazards, or to finance any facilities or materials to be located in any such building, or in any building owned or occupied by PL and located in such a flood hazard area, unless the Administrator of the Rural Electrification Administration has determined, that (1) the area in which such construction or acquisition is located is then participating in the national flood insurance program, as required by the Flood Insurance Act and any rules and regulations issued thereunder; and (2) PL and AE have obtained flood insurance coverage with respect to such building and contents as may then be required pursuant to the Flood Insurance Act and the rules thereunder.

(End of Article XXXVII)

Article XXXVIII: Congressional Representatives

PL and AE shall use their best efforts to assure that no member of or delegate to the Congress to the United States be permitted to obtain any special benefit from this Agreement. Receiving of electric service on the same terms accorded other PL or AE customers shall not be deemed a special benefit.

(End of Article XXXVIII)

Article XXXIX: Buy American

A. PL covenants that, in the performance of this Agreement (1) at least ten percent (10%), in cost, of the unmanufactured articles, materials and supplies used or to be used in connection with Susquehanna Unit #1 and Susquehanna Unit #2, shall have been mined or produced in the United States and (2) at least ten percent (10%), in cost, of the manufactured articles, materials, and supplies used or to be used in connection with Susquehanna Unit #1 and Susquehanna Unit #2, shall have been manufactured in the United States, substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States. If any article, material, or supplies are partially mined, produced, or manufactured in the United States (said part being hereinafter called the "American-Made Portion") and partially mined, produced, or manufactured somewhere other than in the United States, then only the cost of the American-Made Portion shall be used in determining whether the requirements of the preceding sentence have been satisfied.

B. At the Closing and from time to time thereafter when requested by AE, PL shall supply to AE information and documentation demonstrating that Susquehanna Unit #1 and Susquehanna Unit #2 are being constructed in

accordance with the requirements of Subpart A of this Article XXXIX. Upon completion of construction of Susquehanna Unit #1 and Susquehanna Unit #2, PL shall certify to AE that Susquehanna Unit #1 and Susquehanna Unit #2 were constructed in accordance with the requirements of said Subpart A of this Article XXXIX.

C. The certification attached hereto as Exhibit J and made a part hereof is satisfactory certification that the requirements of Subpart A of this Article XXXIX have been satisfied as of Closing.

(End of Article XXXIX)

Article XL: Nonsegregated Facilities

PL certifies that PL does not maintain or provide for PL's employees any segregated facilities at any of PL's establishments, and that PL does not permit PL's employees to perform their services at any location, under PL's control, where segregated facilities are maintained. PL further certifies that PL will not maintain or provide for PL's employees segregated facilities at any of its establishments and that PL will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. PL agrees that a breach of this certification is a violation of Article XLI of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for PL's employees which are segregated solely on the basis of race, color, religion, or national origin either by explicit directive or in fact. PL agrees that (except where it has obtained certifications substantially the same as the certification set forth in this Article XL from proposed subcontractors) that PL will obtain certifications substantially the same as the certification set forth in this Article XL

from subcontractors prior to the award of subcontracts entered into subsequent to Closing exceeding \$10,000.00 in relation to Susquehanna which subcontracts are not exempt from the provisions of this Article XL of this Agreement and that PL will retain such certifications in its files.

(End of Article XL)

Article XLI: Equal Opportunity Clause

During the performance of those parts of this Agreement relating to the construction by PL of Susquehanna or any additions, betterments, replacements or improvements thereto, PL agrees as follows:

1. PL will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. PL will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. PL will, in all solicitations or advertisements for employees placed by or on behalf of PL, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. PL will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of PL's commitments under this Article and PL shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. PL will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. PL will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and PL will permit access to PL's books, records, and accounts by the administering agency and by the Secretary of Labor for purposes of investigation to ascertain compliance with said rules, regulations and orders.

6. In the event of PL's noncompliance with this Equal Opportunity Clause of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and PL may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Provided, however, it is agreed that this Agreement will not be cancelled or terminated for reason of noncompliance by PL with Executive Order 11246 of September 24, 1965, except in accord with the implementing regulations of the Department of Labor 41 CFR Chapter 60, including attempted resolution by informal means and opportunity for hearing as mandated by Sections 301, 302, and 209 of Executive Order No. 11246 of September 24, 1965.

7. PL will include the words "During the performance of this contract, the contractor agrees as follows": followed by the provisions of Subpart (1) through (7) of this Article XLI in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PL will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event PL becomes involved in, or is threatened with, litigation by a subcontractor or vendor as a result of such direction by the administering agency,



PL may request the United States to enter into such litigation to protect the interests of the United States.

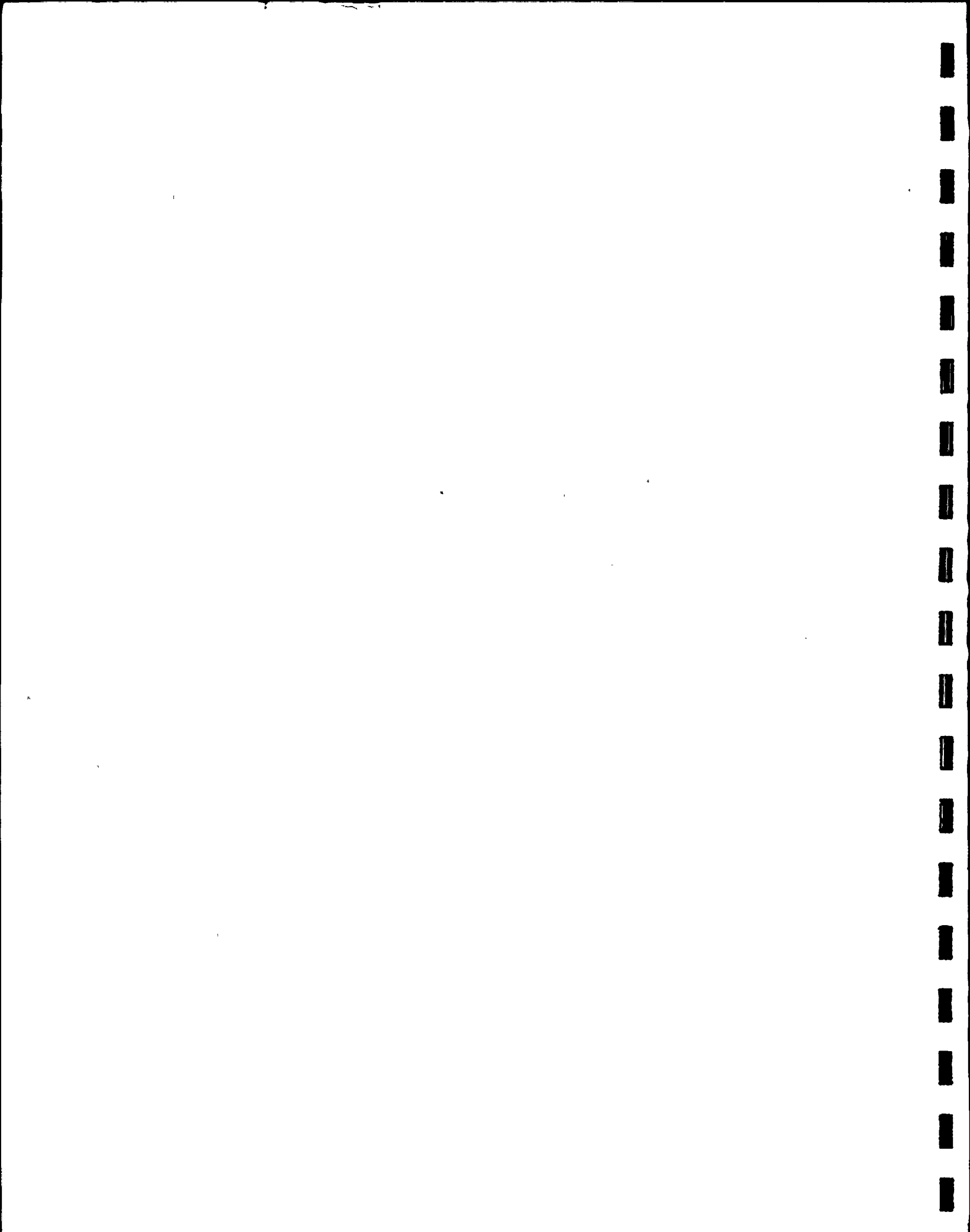
8. For purposes of this Agreement, the term "this Agreement" as used in Subpart (6) hereof shall mean those parts of this Agreement relating to the construction by PL of Susquehanna, or any additions, betterments, replacements or improvements thereto.

(End of Article XLI)

Article XLII: Filing

If and to the extent that this Agreement or any part hereof shall be required to be filed, or shall be filed with any regulatory agency as a rate or rate schedule, nothing in this Agreement shall be construed as affecting in any way the right of PL to unilaterally make application to such agency for a change in rates, charges, classifications, or service, or any sale, regulations, or contract relating thereto under applicable laws. To the extent that PL makes any such filing, AE shall have the right to intervene in any proceeding involving such a filing by PL and shall have the right to object to any proposed change.

(End of Article XLII)



Article XLIII: Best Efforts Clause

During the term of this Agreement AE and PL shall each use all best efforts to obtain and to keep in effect any and all governmental, regulatory, or other authorizations, permits, approvals, licenses, permissions and applications as may be necessary for each Party to perform its obligations under this Agreement.

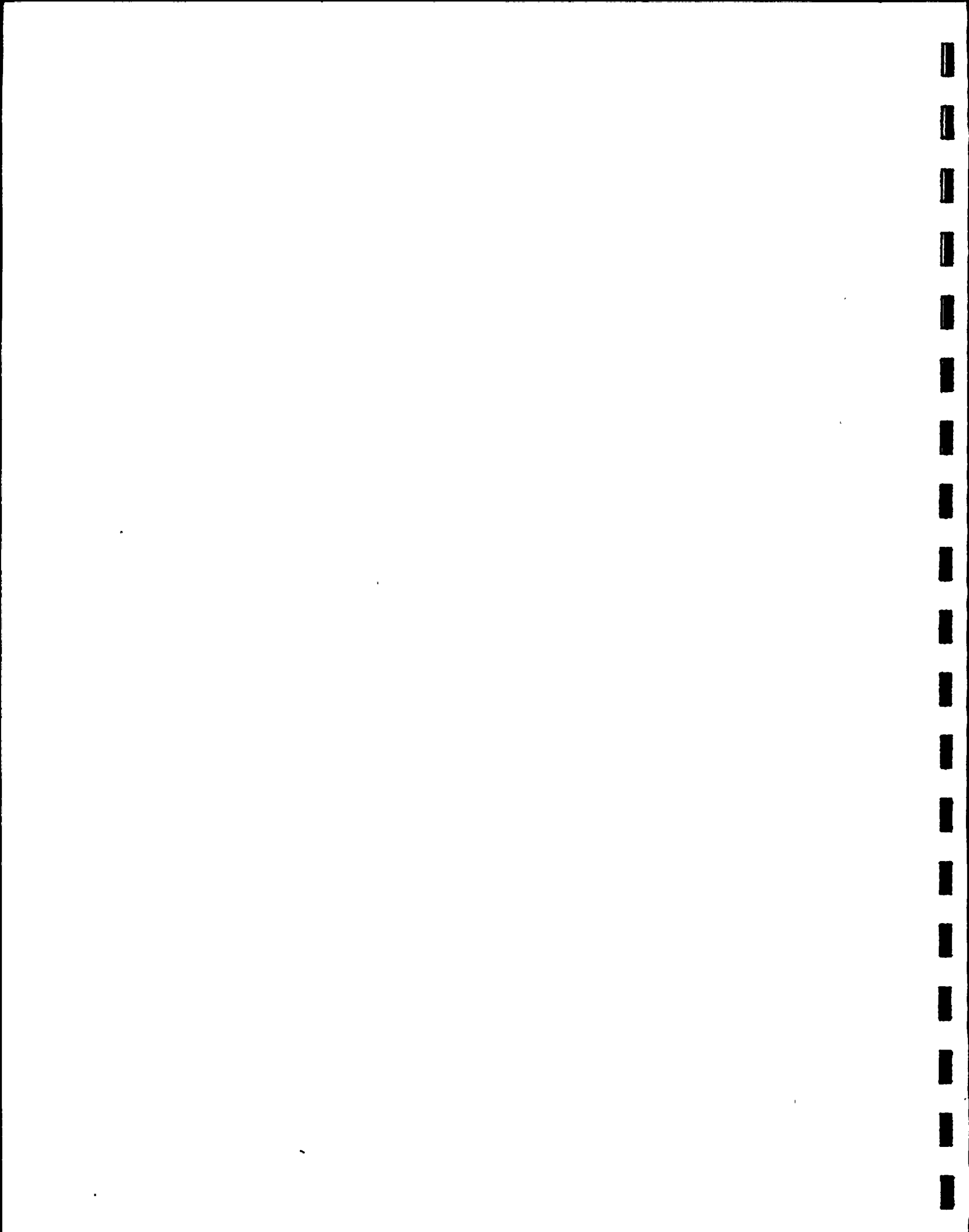
(End of Article XLIII)



Article XLIV: Shifting Ownership

In the event that at any time or from time to time AE obtains an undivided ownership interest in Susquehanna different from a ten percent (10%) undivided ownership interest in Susquehanna or in the event that PL at any time or from time to time obtains an undivided ownership interest in Susquehanna different from a ninety percent (90%) undivided ownership interest in Susquehanna, then each article of this Agreement and the Operating Agreement which refers to AE's ten percent (10%) interest in Susquehanna (regardless of the subject matter of the article, including but not limited to articles concerning cost, ownership and energy entitlements) shall be deemed amended to state AE's actual interest in Susquehanna, and each article of this Agreement and the Operating Agreement which refers to PL's ninety percent (90%) interest in Susquehanna (regardless of the subject matter of the article, including but not limited to articles concerning cost, ownership and energy entitlements) shall be deemed amended to state PL's actual interest in Susquehanna.

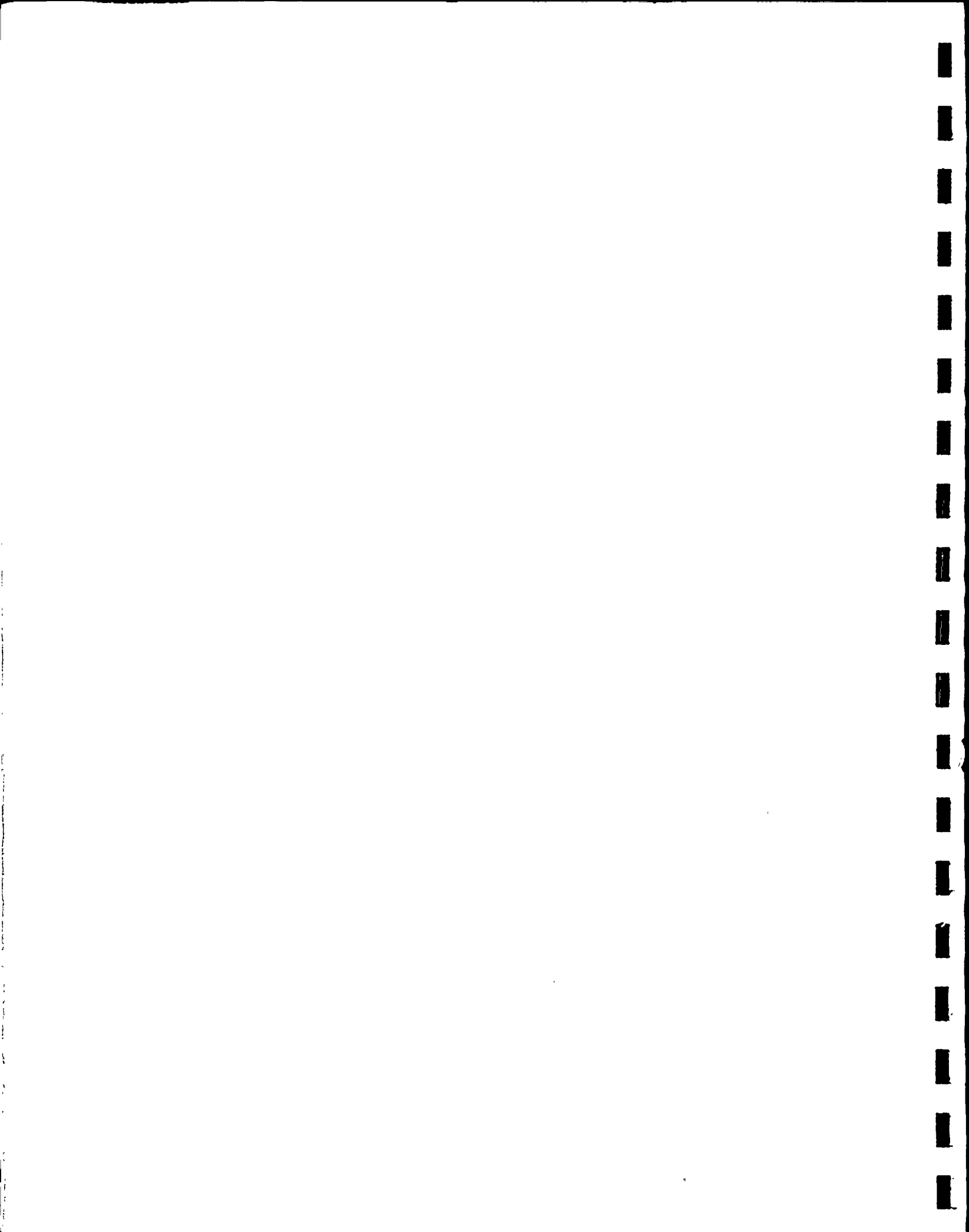
(End of Article XLIV)



Article XLV: Default

Article XIII of the Operating Agreement is incorporated by reference herein as though it were fully set forth herein, and it shall apply and be applicable to this Agreement.

(End of Article XLV)



Article XLVI: Termination

This Agreement shall terminate upon the bankruptcy, liquidation or dissolution of any Party or Parties, unless the remaining Party or Parties agree to continue this Agreement.

(End of Article XLVI)

IN WITNESS WHEREOF, the Parties hereto have duly
executed this Participation Agreement in Washington, D. C., on
the 18th day of March, 1977.

PENNSYLVANIA POWER & LIGHT COMPANY
By:

Frank B. Smith

ATTEST:

Lester A. F...
Asst. Secretary

ALLEGHENY ELECTRIC COOPERATIVE, INC.
By:

Ruthen H. H. H.

ATTEST:

John D. Amato



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF *Lehigh*)

On this, the *10th* day of *June*, 1977, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared *Robert E. [unclear]*, who acknowledged himself to be the *President* of *Lehigh Valley Steel Company*, a Pennsylvania corporation, and that he as such *President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as *President*.

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

Arthur E. [unclear]

NOTARY PUBLIC

Allentown, Lehigh County, Pennsylvania
My Commission Expires June 6, 1977

Notary Public
; Pennsylvania

My Commission Expires:

LEWIS

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF *Dauphin*)

On this, the *12th* day of *March*, 1977, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared *Richard Jackson*, who acknowledged himself to be the *President* of *Allegheny Electric Cooperative, Inc.*, a Pennsylvania corporation, and that he as such *President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as *President*.

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

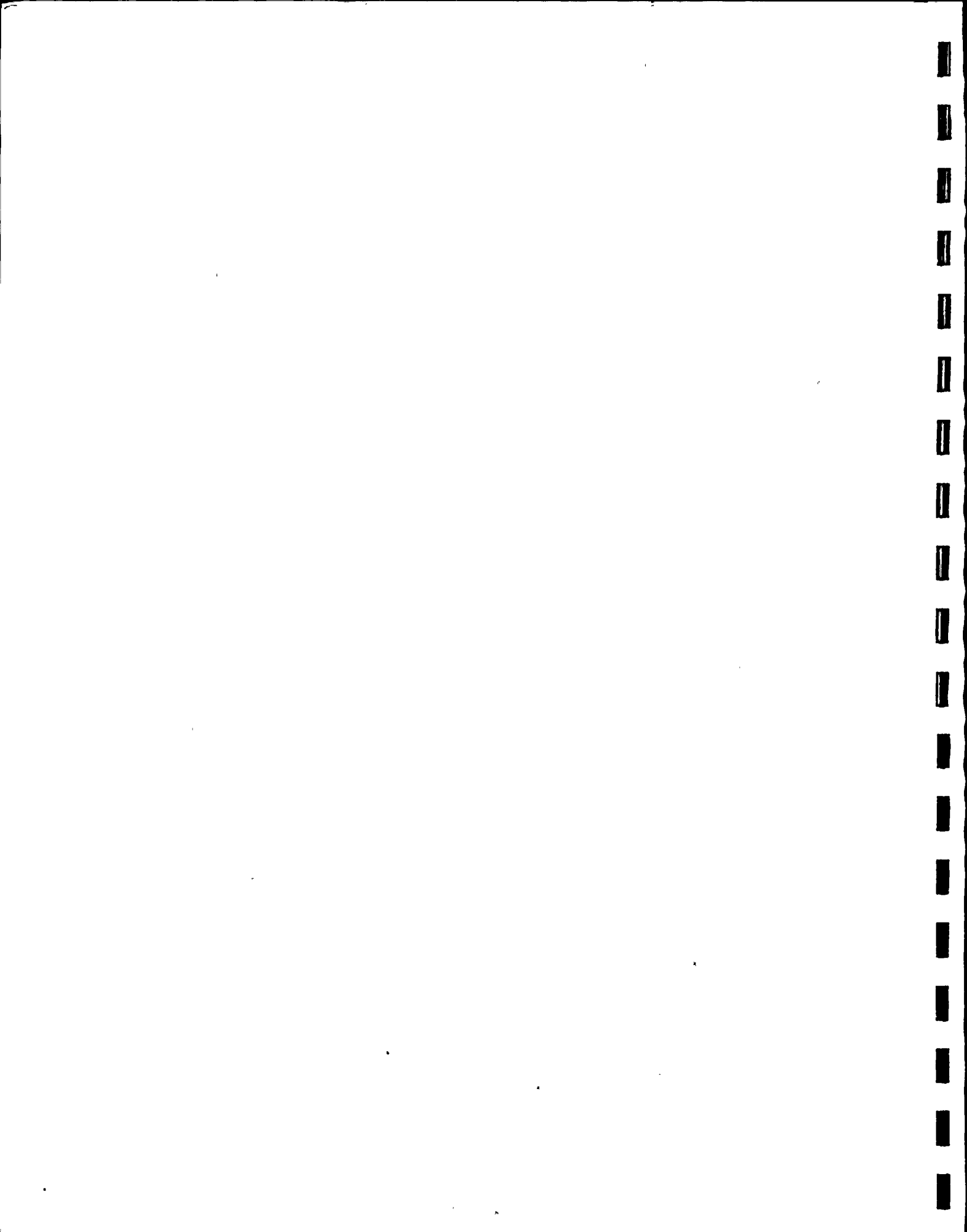
Michael J. Blum

Notary Public
Dauphin County, Pennsylvania

My Commission Expires:

NOTARY PUBLIC

My Commission Expires January 15, 1979
Harrisburg, Pa. Dauphin County



THIS INDENTURE dated as of the day of March, 1977 by and between PENNSYLVANIA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Grantor"), and ALLEGHENY ELECTRIC COOPERATIVE, INC., an electric cooperative corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Grantee"),

WITNESSETH, that Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, as a tenant in common with Grantor (which retains an undivided 90% interest in the real property which is the subject of the interest conveyed hereunder), an undivided 10% interest in all of Grantor's estate, right, title and interest in and to the following real property:

ALL THOSE CERTAIN tracts of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, consisting of Tracts I through XVIII, inclusive, bounded and described as set forth in Appendix A (pages 1 through 24) attached hereto and made part hereof, and shown on Plan E-152950-1 of Susquehanna S.E.S. Site, dated July 30, 1976 a copy of which is attached hereto and made part hereof.

EXCEPTING, however, the following: (1) all pieces or parcels which are specific exceptions set forth in such Appendix A, and (2) all coal, minerals, right of surface support and mining rights to the extent severed and outstanding by reason of prior deeds of record.



RESERVING, however, to Grantor, its successors and assigns, forever, the full, free and uninterrupted right, liberty and privilege to construct, install, use, operate, patrol, inspect, maintain, repair, renew, add to, locate and remove towers, wires, cables, conduit and all other necessary equipment for the transmission and/or distribution of electric energy along, on, over, under and across the tracts of land described in Appendix A hereto, whether or not the same are appurtenant to Susquehanna Steam Electric Station or any related substation.

UNDER AND SUBJECT to the following: (1) all rights of Grantor as set forth in tenancy in Common Participation Agreement of even date herewith between Grantor and Grantee, intended to be recorded in the office of the Recorder of Deeds, Luzerne County, Pennsylvania, (2) the covenant, waiver, surrender and release hereinafter set forth, (3) all leases, easements, restrictions and other encumbrances now of record and (4) rights of the public in roads and highways as shown on the plans referred to in Appendix A hereto.

TO HAVE AND TO HOLD the property and rights granted and conveyed, as aforesaid, unto Grantee, its successors and assigns, as a tenant in common with Grantor, its successors and assigns, forever; EXCEPTING, RESERVING AND UNDER AND SUBJECT as herein provided.

The following covenant, waiver, surrender and release is hereby entered into by and between the parties hereto as tenants in common, namely, that the aforesaid property and appurtenances, including the undivided 90% interest therein of Grantor as a tenant in common, and the improvements hereinafter mentioned shall not, during the period hereinafter specified, be subject to any partition or sale for division, either voluntary

or involuntary, by either judicial or non-judicial action, and all right to effect during said period such a partition or sale for division is hereby waived, surrendered and released by each of the parties hereto as tenants in common; and said covenant, waiver, surrender and release (1) shall be binding upon and inure to the benefit of each such tenant in common and its respective successors and assigns, and the mortgagees, receivers, trustees or other representatives of the respective tenants in common and their respective successors and assigns, and shall run with the land; (2) shall be applicable not only to the property and appurtenances as aforesaid, including the undivided 90% interest therein of Grantor as a tenant in common, but shall also be applicable to all improvements heretofore constructed by Grantor and hereafter constructed by such tenants in common on the land hereinabove conveyed; (3) shall be effective during the period commencing with the date of the delivery hereof and continuing after the completion and commencement of the operation in the public service of Units #1 and #2 of the Susquehanna Steam Electric Station during the useful life of said Units #1 and #2 of said station for the generation of electric energy, except that if at any one or more times during the said period all tenants in common then owning undivided interests in the aforesaid property and improvements, by appropriate instrument executed and delivered by all such tenants in common (with the consents of or releases of lien by the holders of all mortgages which are liens upon the interests of the respective tenants in common), shall dispose of and convey any portion thereof or interest therein, said covenant, waiver, surrender and release shall, upon such delivery, cease to be binding with respect to ..

such portion or interest so disposed of and conveyed, but shall nevertheless remain effective during the aforesaid period with respect to the balance of said property and improvements not so disposed of and conveyed; and (4) shall not, and is not intended to, prohibit or limit in any way the right of each tenant in common at any time owning an undivided interest in said property and improvements, including each party hereto, to sell, convey, mortgage and otherwise freely transfer and alienate its own respective undivided interest therein, either in whole or in part, subject, however, to said covenant, waiver, surrender and release.

AND Grantor, for itself and its successors, hereby covenants and agrees to and with Grantee, its successors and assigns, that Grantor shall warrant and forever defend all the property hereby granted and conveyed, and intended so to be, to Grantee, against any and all persons whomsoever lawfully claiming or to claim the same or any part thereof by, from or under it, them, or any of them, EXCEPTING, RESERVING AND UNDER AND SUBJECT as aforesaid.

Grantor hereby assigns to Grantee, its successors and assigns, an undivided interest, as aforesaid, in all right, title and interest of Grantor with respect to all covenants and warranties by others heretofore given or made in respect of the property hereby granted and conveyed, and all rights of action for breach thereof; with full substitution and subrogation as to any such covenant, warranty or right which by its nature is not assignable.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH

THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its duly authorized officers, and Grantee has caused its corporate seal to be hereto affixed, and these presents to be signed in its name and behalf by its duly authorized officers, all as of the day and year first above written.

PENNSYLVANIA POWER & LIGHT COMPANY

By _____

Attest:

Secretary

ALLEGHENY ELECTRIC COOPERATIVE, INC.

By _____
Vice President

Attest:

Secretary

COMMONWEALTH OF PENNSYLVANIA)

: SS.

COUNTY OF LEHIGH

On this, the day of March, 1977, before me,

the undersigned officer, personally appeared
who acknowledged himself to be

of PENNSYLVANIA POWER & LIGHT COMPANY, a

corporation, and that he as such _____, being

authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such

IN WITNESS WHEREOF, I hereunto set my hand and official

COMMONWEALTH OF PENNSYLVANIA)

: SS.

COUNTY OF LEHIGH

On this, the day of March, 1977, before me,

the undersigned officer, personally appeared

who acknowledged himself to be a Vice President

of ALLEGHENY ELECTRIC COOPERATIVE, INC., a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official

CERTIFICATION OF ADDRESS

The undersigned hereby certifies that the precise and complete post office address of ALLEGHENY ELECTRIC COOPERATIVE, INC. the within named Grantee, is 2929 North Front Street, Harrisburg, Pennsylvania 17110

WITNESS my hand this day of March, 1977.

ALLEGHENY ELECTRIC COOPERATIVE, INC.

By _____

TRACT I

ALL THAT CERTAIN piece or parcel of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, as shown on the attached plan E-152950-1, more particularly bounded and described as follows:

BEGINNING at a point in the centerline of Township Road 421, said point being 115 feet, more or less, distant, in an easterly direction from the intersection of the centerline of said road and the eastern right of way line of the Erie-Lackawanna Railway Company; thence along land of Paul D. Legien, Elsie U. Legien, Clarence L. Fox and Mabel D. Fox, N 13° 52' 52" E 70.81 feet to a point; thence along the same N 50° 09' 29" W 118.39 feet to a point in said eastern right of way line of the Erie-Lackawanna Railway Company; thence along said right of way line the following 16 courses and distances, northerly, by a curve to the left, having a radius of 2894.93 feet, a delta angle of 2° 09' 34", and an arc length of 109.12 feet to a point; thence N 8° 06' 47" E 1549.30 feet to a point; thence northerly by a curve to the left, having a radius of 5759.60 feet, a delta angle of 6° 16' 49", and an arc length of 631.29 feet to a point; thence N 87° 30' 42" W 4.00 feet to a point at Erie-Lackawanna Station 9614 + 78.5; thence northerly by a curve to the left, having a radius of 5755.60 feet, a delta angle of 5° 24' 11", and an arc length of 542.75 feet to a point; thence N 2° 54' 53" W 58.14 feet to a point; thence S 86° 47' 07" W 100 feet to a point; thence N 2° 54' 53" W 523.69 feet to a point; thence N 86° 48' 07" E 5.00 feet to a point; thence N 2° 54' 53" W 508.27 feet to a point; thence S 86° 51' 07" W 5.25 feet to a point; thence N 2° 54' 53" W 1463.09 feet to a point; thence S 86° 38' 07" W 2.75 feet to a point at Erie-Lackawanna Station 9583 + 66.9; thence N 2° 54' 53" W 3113.40 feet to a point; thence N 81° 59' 27" E 2.01 feet to a point; thence N 2° 54' 53" W 3196.52 feet to a point; thence leaving said Erie-Lackawanna Railway Company right of way line, N 85° 23' 37" E 226.02 feet to a point in the low water mark on the west bank of the Susquehanna River; thence along said low water mark the following 44 courses and distances, S 13° 44' 32" E 108.73 feet to a point; thence S 23° 00' 25" E 96.20 feet to a point; thence S 18° 42' 34" E 419.95 feet to a point; thence S 11° 10' 03" E 296.00 feet to a point; thence S 18° 55' 59" E 269.92 feet to a point; thence S 39° 21' 51" E 383.33 feet to a point; thence S 45° 05' 32" E 500.12 feet to a point; thence S 41° 14' 21" E 605.30 feet to a point; thence S 33° 17' 12" E 310.40 feet to a point; thence S 22° 17' 13" E 406.41 feet to a point; thence S 16° 31' 26" E 510.55 feet to a point; thence S 9° 16' 46" E 284.65 feet to a point; thence S 15° 00' 00" E 396.80 feet to a point; thence S 4° 50' 01" E 310.92 feet to a point; thence S 2° 55' 03" W 505.31 feet to a point; thence S 3° 12' 08" E 100.40 feet to a point; thence S 7° 14' 26" W 407.26 feet to a point; thence S 15° 50' 40" W 305.68 feet to a point; thence S 18° 24' 18" W 200.16 feet to a point; thence S 24° 07' 28" W 201.11 feet to a point; thence S 19° 59' 19" W 100.07 feet to a point; thence S 9° 43' 52" W 294.45 feet to a point; thence S 15° 06' 10" W 200.80 feet to a point; thence S 8° 47' 42" W 297.44 feet to a point; thence S 2° 52' 41" W 100.77 feet to a point; thence S 4° 30' 17" W 200.01 feet to a point; thence S 2° 40' 29" W 196.28 feet to a point; thence S 2° 43' 41" E 200.64 feet to a point; thence S 10° 56' 06" W 101.26 feet to a point;

thence S 1° 06' 36" E 193.56 feet to a point; thence S 7° 43' 43" E 108.19 feet to a point; thence S 5° 16' 29" W 100.13 feet to a point, thence S 17° 30' 53" W 77.78 feet to a point; thence S 10° 57' 32" W 230.81 feet to a point; thence S 5° 43' 22" W 100.23 feet to a point; thence S 7° 21' 48" W 140.13 feet to a point; thence S 0° 38' 22" W 263.37 feet to a point; thence S 4° 11' 35" W 173.96 feet to a point; thence S 3° 53' 02" E 200.63 feet to a point; thence S 1° 20' 20" W 206.72 feet to a point; thence S 2° 05' 17" E 400.98 feet to a point; thence S 5° 35' 23" E 393.31 feet to a point; thence S 8° 53' 49" W 101.12 feet to a point; thence S 0° 16' 52" E 389.43 feet to a point; thence along land of Warren W. Franklin and Elva Franklin, N 85° 25' 30" W 180.22 feet to a point; thence along land of the same and land of Edward Mincavage and Mary E. Mincavage, S 2° 58' 50" W 200.00 feet to a point; thence along land of said Mincavage S 85° 10' 20" E 198.00 feet to a point in the said low water mark on the west bank of the Susquehanna River; thence along said low water mark the following 11 courses and distances, S 8° 01' 57" E 98.71 feet to a point; thence S 11° 46' 48" W 93.45 feet to a point; thence S 2° 12' 15" E 288.33 feet to a point; thence S 8° 58' 13" W 134.72 feet to a point; thence S 1° 38' 53" W 100.83 feet to a point; thence S 17° 01' 21" W 100.97 feet to a point; thence S 10° 56' 36" W 112.78 feet to a point; thence S 16° 44' 10" W 101.12 feet to a point; thence S 28° 14' 43" W 212.00 feet to a point; thence S 38° 47' 51" W 200.07 feet to a point; thence S 45° 19' 43" W 202.12 feet to a point; thence along the south side of Township Road 421 and land of Paul D. Legien, Elsie U. Legien, Clarence L. Fox, and Mabel D. Fox N 52° 14' 33" W 303.09 feet to a point; thence N 41° 58' 27" E 16.54 feet to a point in the centerline of said road; thence along the centerline of said the following 4 courses and distances, N 54° 02' 47" W 524.68 feet to a point; thence N 61° 20' 11" W 99.90 feet to a point; thence N 70° 33' 20" W 99.97 feet to a point; thence N 71° 40' 38" W 124.37 feet to a point, the point of beginning.

Containing 376.705 acres more or less.

EXCEPTING out of the above described tract all that certain piece or parcel of land bounded and described as follows: Beginning at a point, said point being the northeast corner of the herein described tract, said point also being located N 338,716.84 - E 2,445,522.15 on the Pennsylvania Grid Coordinate System; thence along land of Pennsylvania Power & Light Company the following 17 courses and distances, S 5° 13' 15" E 317.27' to a point; thence S 3° 20' 49" E 322.00 feet to a point; thence S 0° 11' 51" W 113.17 feet to a point; thence S 5° 51' 35" W 102.74 feet to a point; thence S 85° 49' 08" W 440.81 feet to a point; thence N 32° 55' 32" E 35.95 feet to a point; thence N 6° 03' 03" W 200.35 feet to a point; thence N 42° 42' 43" W 246.16 feet to a point; thence N 29° 13' 37" E 149.84 feet to a point; thence S 60° 18' 13" E 300.07 feet to a point; thence N 21° 26' 52" E 199.85 feet to a point; N 4° 22' 47" E 150.56 feet to a point; thence N 85° 33' 18" W 134.00 feet to a point; thence N 4° 40' 27" E 100.00 feet to a point; thence N 85° 01' 17" E 199.77 feet to a point; thence N 2° 45' 28" W 21.73 feet to a point; thence N 84° 47' 47" E 81.10 feet to a point; the point of beginning.

Containing 7.151 acres more or less.

ALSO EXCEPTING out of the first described tract all that certain piece or parcel of land conveyed to Erie-Lackawanna Railway Company by deed dated March 27, 1975, bounded and described as follows:

BEGINNING at an iron pin in the existing easterly right of way line of Erie-Lackawanna Railway Company, said iron pin being at Erie-Lackawanna Station 9574 + 45.68 thence through the land of the Grantor herein the following nine (9) bearings and distances: (1) N 87° 06' 28" E 26.10 feet to an iron pin; (2) southwardly by a curve to the left having a radius of 3179.40 feet, a Delta Angle of 5° 38' 34", an arc length of 313.12 feet and a chord bearing and distance of S. 5° 42' 49" E 313.00 feet to an iron pin; (3) S 8° 32' 06" E a distance of 217.26 feet to an iron pin; (4) southwardly by a curve to the right having a radius of 6379.43 feet, a delta angle of 5° 43' 29" an arc length of 637.42 feet and a chord bearing and distance of S 5° 40' 22" E 637.16 feet to an iron pin; (5) S 2° 48' 37" E 114.05 feet to an iron pin; (6) southwardly by a curve to the right having a radius of 2952.16 feet, a delta angle of 7° 30' 00", an arc length of 386.44 feet and a chord bearing and distance of S 0° 56' 22" W 386.16 feet to a point; (7) S 4° 41' 23" W a distance of 127.78 feet to a point; (8) southwardly by a curve to the left having a radius of 2841.66 feet, a delta angle of 7° 34' 55", an arc length of 376.04 feet and a chord bearing and distance of S. 0° 53' 56" W 375.74 feet to a point; (9) S 87° 06' 28" W a distance of 28.0 feet to an iron pin in the aforesaid existing easterly right of way line, said iron pin being at Erie-Lackawanna Station 9596 + 11.84; thence along the said existing easterly right of way line of Erie-Lackawanna Railway Company the following three (3) bearings and distances: (1) N 2° 53' 32" W 1246.66 feet to a point; (2) N. 81° 46' 28" E. 1.90 feet to a point; (3) N 2° 53' 32" W 919.32 feet to an iron pin, the place of beginning. Containing 3.23 acres more or less.

Being the same premises which were conveyed to Pennsylvania Power & Light Company by the following deeds:

<u>Former Owner</u>	<u>Deed Date</u>	<u>Recording Information</u>
(a) Andrew & Helen Woznock	June 27, 1962	Deed Book 1501, Page 991, on July 2, 1962
(b) Erie Lackawanna Railroad Company	March 6, 1963	Deed Book 1516, Page 705, on March 14, 1963
(c) Edmund & Anna Golomb	September 7, 1962	Deed Book 1506, Page 996, on September 7, 1962 (portion)
(d) Theodore & Sophie Golomb	September 14, 1962	Deed Book 1506, Page 672, on September 14, 1962
(e) Thomas & Katherine Fahringer	July 16, 1962	Deed Book 1502, Page 962, on July 17, 1962
(f) John & Evelyn Zettle	June 22, 1962	Deed Book 1502, Page 209, on July 2, 1962

<u>Former Owner</u>	<u>Deed Date</u>	<u>Recording Information</u>
(g) Robert & Clara Zwolinski	October 24, 1962	Deed Book 1503, Page 774, on October 24, 1962
(h) Charles & Isabel Mingoia	July 27, 1962	Deed Book 1503, Page 1030, on July 27, 1962
(i) Frank & Lorraine Oley	August 16, 1962	Deed Book 1504, Page 705, on August 16, 1962
(j) Clair & Norah Fetterman	November 14, 1962	Deed Book 1510, Page 542, on November 14, 1962
(k) Mabel Naus	November 14, 1962	Deed Book 1510, Page 547, on November 14, 1962
(l) Ralph Johnson	August 9, 1962	Deed Book 1504, Page 239, on August 9, 1962 (portion)
(m) Sereda Hunsinger	November 2, 1962	Deed Book 1510, Page 1100, on November 2, 1962
(n) John Burlington Dunning	December 19, 1962	Deed Book 1512, Page 575, on December 19, 1962
(o) Paul & Elise Ligien) Clarence & Mabel Fox)	September 6, 1962	Deed Book 1506, Page 93, on September 6, 1962

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TRACT II

ALL THAT CERTAIN piece or parcel of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the centerline of State Highway Legislative Route 4, said point being located N 340,273.01 - E 2,444,551.66 on the Pennsylvania grid coordinate system; thence along said centerline, the following 7 courses and distances; by a curve to the left having a radius of 7639.49 feet and a delta angle of 8° 32' 07", a distance of 1138.04 feet to a point, the course and distance of the chord of said curve being N 4° 46' 00" E 1137.04 feet; thence N 0° 29' 57" E 820.26 feet to a point; thence by a curve to the left having a radius of 5729.65 feet and a delta angle of 4° 22' 00", a distance of 436.67 feet to a point, the course and distance of the chord of said curve being N 1° 41' 02" W 436.56 feet; thence N 3° 52' 03" W 682.47 feet to a point; thence by a curve to the left having a radius of 5729.65 feet and a delta angle of 6° 59' 00", a distance of 698.33 feet to a point, the course and distance of the chord of said curve being N 7° 21' 32" W 697.90 feet; thence N 10° 51' 03" W 1042.83 feet to a point; thence by a curve to the left having a radius of 5729.65 feet and a delta angle of 0° 33' 16" a distance of 55.46 feet to a point, the course and distance of the chord of said curve being N 10° 37' 24" W 55.44 feet; thence along land of Andrew Woznock N 82° 06' 07" E 266.70 feet to a point in the Westerly right of way line of the Erie-Lackawanna Railway Company; thence along said right of way line the following 5 courses and distances, S 2° 54' 53" E 300.14 feet to a point; thence N 81° 59' 27" E 8.04 feet to a point; thence S 2° 54' 53" E 3109.97 feet to a point; thence S 86° 38' 07" W 4.75 feet to a point; thence S 2° 54' 53" E 1462.19 feet to a point; thence S 87° W 03' 00" W 262.37 feet to a point, the point of beginning. Containing 14.069 acres more or less.

Being the same premises which were conveyed to Pennsylvania Power & Light Company by the following deeds:

	<u>FORMER OWNER</u>	<u>DEED DATE</u>	<u>RECORDING INFORMATION</u>
(A)	Edmund & Anna Golomb	September 7, 1962	Deed Book 1506, Page 996, on September 7, 1962 (portion)
(B)	Ralph Klemovich	August 31, 1962	Deed Book 1505, Page 666, on August 31, 1962
(C)	Theodore & Sophie Golomb	December 13, 1966	Deed Book 1606, Page 589, on December 13, 1966 (portion)
(D)	John & Evelyn Zettle	December 20, 1966	Deed Book 1607, Page 1129, on December 20, 1966
(E)	Thomas Zwolinski Estate	December 19, 1966	Deed Book 1607, Page 1149, on December 19, 1966
(F)	Gene & Valerie Kmetovics	December 19, 1966	Deed Book 1607, Page 1153, on December 19, 1966
(G)	Bruce D. Thomas, et al	September 2, 1975	Deed Book 1866, Page 1050, on September 10, 1975

TRACT III

ALL THAT CERTAIN piece or parcel of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the centerline of State Highway Legislative Route 4, said point being located N 34° 5', 860.00 - E. 2,444, 206.25 on the Pennsylvania Grid Coordinate System; thence N. 88° 46' 31" E. 320.12 feet to a point in the westerly right of way line of the Erie-Lackawanna Railway Company; thence along said right of way line S. 2° 54' 53" E. 176.17 feet to a point; thence along land of Andrew Woznock, S. 87° 01' 27" W. 311.31 feet to a point in the centerline of said State Highway Legislative Route 4; thence along said centerline N. 5° 35' 03" W. 186.14 feet to a point; the point of Beginning. Containing 1.312 acres more or less.

BEING a portion of the same premises which the Pennamite Estate, Inc., by deed dated December 29, 1966 and recorded in the office for the Recording of Deeds in and for Luzerne County, Pennsylvania on December 30, 1966 in Deed Book 1607, page 400, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.



TRACT IV

BEGINNING at an iron pin in the existing westerly right of way line of Erie Lackawanna Railway Company, said iron pin being at Erie Lackawanna Station 9578 + 27.64; thence through the land of the Grantor herein the following five (5) bearings and distances:

- (1) S 8° 32' 06" E 157.46 feet to an iron pin;
- (2) Southwardly by a curve to the right having a radius of 6279.48 feet, a delta angle of 5° 43' 29", an arc length of 627.23 feet and a chord bearing and distance of S 5° 40' 22" E 627.12 feet to an iron pin;
- (3) S 2° 48' 37" E 114.05 feet to an iron pin;
- (4) Southwardly by a curve to the right having a radius of 2852.16 feet a delta angle of 7° 30' 00", an arc length of 373.35 feet and a chord bearing and distance of S 0° 56' 22" W 373.08 feet to an iron pin;
- (5) S 4° 41' 23" W 94.58 feet to an iron pin in the aforesaid existing westerly right of way line, said iron pin being at Erie Lackawanna Station 9591 + 90.80; thence along the said existing westerly right of way line of Erie Lackawanna Railway Company the following three (3) bearings and distances: (1) N. 2° 53' 32" W 821.71 feet to a monument; (2) S 81° 46' 28" W 8.35 feet to a point; (3) N 2° 53' 32" W 542.23 feet to an iron pin, the place of beginning.
Containing 0.86 of an acre more or less.

BEING the same premises which Thomas F. Patton and Ralph S. Tyler, Jr., Trustees of the Property of Erie Lackawanna Railway Company, Debtor, by deed dated April 4, 1975 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on April 22, 1975 in Deed Book 1853, Page 362, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

ALL THAT CERTAIN piece or parcel of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING At a railroad spike in the Center of Township Road 438, said spike being 2270 feet more or less from the junction of the centerline of said Township road with the centerline of Township Road 419; thence along the centerline of said Township Road 438, and along land formerly of Charles Bolomb and Virginia Golomb, now other land of the Grantor, and also along land formerly of Matthew Weiss and Mildred Weiss, now other land of the Grantor, N. $2^{\circ} 57' 09''$ W. 1423.45 feet to an iron pin; thence continuing along the centerline of Township Road 438 and along said Weiss land N. $3^{\circ} 47' 34''$ W., crossing over Township Road 419 at a distance of 850 feet more or less, a total distance of 1386.40 feet to an iron pin; thence along said Weiss land S. $83^{\circ} 25' 27''$ W. 830.43 feet to an iron pin in line of land of Robert Taylor; thence along land of said Taylor, land of Michael Serafin and Francis Serafin, land of Alvin Haydock, and land of Kenneth Church, N. $2^{\circ} 52' 36''$ W., crossing over Township Road 436 at a distance of 1820 feet more or less, a total distance of 2430.28 feet to an iron pin; thence along land of Kenneth Church, N. $86^{\circ} 05' 41''$ E., crossing over Township Road 436 at a distance of 750 feet more or less, a total distance of 808.98 feet to an iron pin; thence along land of Joseph Rupinski and land of, now or formerly, Stanley Thomas S. $3^{\circ} 01' 50''$ E. 2054.09 feet to a white oak; thence along land of said Thomas, the following 5 courses and distances, N. $86^{\circ} 04' 50''$ E. 3174.29 feet to a stone; N. $73^{\circ} 46' 35''$ E. 760.54 feet to an iron pin; N. $12^{\circ} 54' 50''$ W. 623.67 feet to an iron pin; S. $70^{\circ} 37' 51''$ W. 724.93 feet to an iron pin; and N. $6^{\circ} 27' 51''$ W. 502.42 feet to an iron pin; thence continuing along land of said Thomas and along land of Helen Rupinski N. $9^{\circ} 13' 14''$ W., crossing over Township Road 436 at a distance of 290 feet more or less, a total distance of 1355.31 feet to an iron pin; thence along land of Pennamite Estates, Inc. and along land of Frank Robbins and Linda Robbins, N. $88^{\circ} 46' 31''$ E., crossing over Township Road 436 at a distance of 820 feet more or less, a total distance of 1562.05 feet to a point in the centerline of State Highway Legislative Route 4, (U.S. Route 11); thence along the centerline of said highway, the following 8 courses and distances, S. $5^{\circ} 35' 03''$ E. 279.72 feet to a point; thence by a curve to the left having a radius of 5729.65 feet a distance of 526.67 feet to a point, the course and distance of the chord of said curve being S. $8^{\circ} 13' 03''$ E. 526.49 feet; thence S. $10^{\circ} 51' 03''$ E. 1042.83 feet to a point; thence along a curve to the right having a radius of 5729.65 feet a distance of 698.33 feet to a point, the course and distance of the chord of said curve being S. $7^{\circ} 21' 33''$ E. 697.91 feet; thence S. $3^{\circ} 52' 03''$ E. 682.47 feet to a point; thence along a curve to the right having a radius of 5729.65 feet a distance of 436.67 feet to a point, the course and distance of said curve being S. $1^{\circ} 41' 03''$ E. 436.57 feet to a point; thence S. $0^{\circ} 29' 57''$ W. 820.86 feet to a point; thence along a curve to the right having a radius of 7639.49 feet a distance of 1275.56 feet to a point, the course and distance of the chord of said curve being S. $5^{\circ} 16' 57''$ W. 1274.08 feet, said point being in the junction of said highway with Township Road 450; thence S. $88^{\circ} 41' 02''$ W. 87.07 feet to a point on the west side of Township Road 450; thence along land of Mason Samsel N. $19^{\circ} 14' 33''$ E. 40.50 feet to a point; thence along the same S. $89^{\circ} 44' 33''$ W. 510.50 feet to a stone; thence along land of Timothy Benscoter and Velma Benscoter, land of Myron Pifer and Phyllis Pifer, and land of Harry Kline and Leonore Kline, S. $87^{\circ} 27' 17''$ W. 495.13 feet to an iron pin; thence along land of said Kline, and land of Charles Mont and Julia Mont, a curve to the right having a radius of 1800 feet, a distance of 487.25 feet to a copperweld pin, the course and distance of the chord of said curve being S. $42^{\circ} 31' 38''$ W. 485.79 feet; thence along land of said Mont S. $2^{\circ} 30' 03''$ E. 91.45 feet to a point on the north side of Township Road 456; thence along the north side of said road S. $87^{\circ} 05' 45''$ W. 134.92 feet; thence crossing said road, and along land of Herman Hill and Mary Hill, land of Harry Kline and Leonore Kline, land of Kenneth Nason, and land of Stanley Shortz and Joyce Shortz, a curve to the right having a radius of 1800 feet, a distance of 1480.65 feet to an iron pin, the course and distance of the chord of said curve being S. $79^{\circ} 01' 34''$ W. 1439.33 feet; thence through land of the Grantor, of which the herein described tract is a part, the following 2 courses and distances, N. $2^{\circ} 37' 25''$ W. 707.25 feet to a point; and S. $87^{\circ} 11' 18''$ W. 1001.01 feet to a copperweld pin; thence along land formerly of Charles Golomb and Virginia Golomb, now other land of the Grantor, S. $87^{\circ} 11' 18''$ W. 506.59 feet to a railroad spike in the center of Township Road 438, the point of beginning. Containing 492.119 acres more or less.

Being the same premises which were conveyed to Pennsylvania Power & Light Company by the following deeds:

Former Owner	Deed Date	Recording Information
(A) Edmund & Anna Golomb	September 7, 1962	Deed Book 1506, Page 996, on September 7, 1962 (portion)
(B) Edmund & Anna Golomb	(November 22, 1966 (November 22, 1966	D.B. 1605, Pg. 279, on November 22, 1966 D.B. 1605, Pg. 337, on November 22, 1966
(C) Theodore & Sophie Golomb	(December 13, 1966 (December 13, 1966	D.B. 1606, Page 702, on December 13, 1966 D.B. 1606, Pg. 589, on December 13, 1966 (portion)
(D) Penamite Estate, Inc.	December 29, 1966	D.B. 1607, Pg. 409, on December 30, 1966 (portion)
(E) Ralph & Verna Davenport	December 21, 1966	D.B. 1607, Pg. 1034, on December 22, 1966
(F) Francis & Joyce Golomb	(November 22, 1966 (November 22, 1966 (November 22, 1966	D.B. 1605, Pg. 325, on November 22, 1966 D.B. 1605, Pg. 879, on November 22, 1966 D.B. 1605, Pg. 879, on November 22, 1966
(G) Thomas & Anna Golomb	October 31, 1966	D.B. 1604, Pg. 1009, on November 3, 1966
(H) Charles & Virginia Golomb	(November 22, 1966 (November 22, 1966	D.B. 1605, Pg. 274, on November 22, 1966 D.B. 1605, Pg. 329, on November 22, 1966
(I) Jerome & Judith Golomb	November 10, 1966	D.B. 1604, Pg. 509, on November 10, 1966
(J) Joseph & Katherine Kitta	December 29, 1966	D.B. 1607, Pg. 855, on December 29, 1966
(K) Louis & Cynthia Stofko	August 5, 1966	D.B. 1597, Pg. 532, on August 5, 1966
(L) Richard W. Rule	October 4, 1966	D.B. 1602, Pg. 82, on October 4, 1966
(M) Richard W. Rule	July 11, 1966	D.B. 1595, Pg. 520, on July 12, 1966
(N) William & Emma Zettle (Deed of Correction)	September 1, 1966 December 9, 1966	D.B. 1599, Pg. 671, on September 1, 1966 D.B. 1606, Pg. 450, on December 12, 1966
(O) Clark Harrison Benscoter	November 15, 1966	D.B. 1604, Pg. 612, on November 15, 1966
(P) Herman & Mary Hill	January 30, 1974	D.B. 1814, Pg. 61, on February 21, 1974
(Q) Beach Grove Burying Ground Association	February 20, 1974	D.B. 1815, Pg. 666, on March 14, 1974 (portion)
(R) Julia Mont	<u>Declaration of Taking</u> May 16, 1972	<u>Court of Common Pleas of Luzerne County</u> No. 657, May Term, 1972
(S) Charles & Virginia Golomb	<u>Declaration of Taking</u> May 16, 1972	No. 658, May Term 1972 (portion)
(T) E. Kenneth & Mary Nason	<u>Declaration of Taking</u> June 2, 1972	No. 1131, May Term 1972
(U) Harry & Lenore Kline	<u>Declaration of Taking</u> June 2, 1972	No. 1132, May Term 1972
(V) Stanley Shortz	<u>Declaration of Taking</u> May 16, 1972 Mineral Rights	No. 656, April Term 1972 (portion)
(W) Condemnation by PPS&L Co. of surface & sub- surface interest in property located in Salem Township, Luzerne County, Pennsylvania. (Various owners)	<u>Declaration of Taking</u> October Term 1972	No. 2167, October Term 1972



All right title and interest which the party of the first part now owns or may hereafter acquire in the coal, other minerals and the subsurface under the tracts of land, situated in Salem Township, Luzerne County, Pennsylvania, described below:

BEGINNING at a copperweld pin in the line dividing the land of Pennsylvania Power & Light Company and the land of Charles E. Golomb and Virginia D. Golomb, said pin being distant 506.59 feet measured along said dividing line on a bearing of S. 82° 56' 28" E. from the centerline of Township Road No. T.438; thence from the place of beginning along said dividing line S. 82° 56' 28" E., a distance of 2556.00 feet to point; thence along land of Charles Mont, Jr. and Julia Mont S. 6° 44' 53" W., a distance of 501.54 feet to a point in the northerly line of an alley; thence along said northerly line the following two (2) bearings and distances: (1) N. 83° 01' 20" W. - 1283.41 feet to a point; (2) N. 83° 19' 33" W. - 1276.65 feet to a point; thence through the aforesaid Golomb land N. 7° 11' 07" E., a distance of 512.00 feet to a copperweld pin, the place of beginning; containing 29.658 acres, more or less;

BEGINNING at a point in the southerly line of an alley or road, leading from Township Road No. T.438 to U. S. Route No. 11, said point being the northwest corner of land of Mrs. Kenneth Mason; thence along said southerly line and through land of Stanley E. Shortz and Joyce Shortz N. 83° 19' 33" W., a distance of 1276.65 feet to a point; thence crossing said alley or road N. 7° 11' 07" E., a distance of 30.00 feet to a point in the northerly line of said alley or road; thence along said northerly line and land of Charles E. Golomb and Virginia D. Golomb the following two (2) bearings and distances: (1) S. 83° 19' 33" E. - 1276.65 feet to a point; (2) S. 83° 01' 20" E. - 1148.49 feet to a point; thence recrossing said alley or road southwestwardly by a 3° 11' curve to the right, having a radius of 1800 feet and an arc distance of 57.50 feet to a point in the aforesaid southerly line of said alley or road; thence along said southerly line and partly along land of Herman E. Hill and Mary A. Hill, partly along land of Harry W. Kline and Leonore A. Kline and partly along the aforesaid Mrs. Kenneth Nason land N. 83° 01' 20" W., a distance of 1099.45 feet to a point the place of beginning; containing 1.659 acres, more or less;

BEGINNING at an iron pin, said iron pin being the northeast corner of land of Charles Mont, Jr. and Julia Mont; thence partly along land of Pennsylvania Power & Light Company and partly along land of Samuel W. & Mary E. Kline S. 6° 43' 59" W., a distance of 211.97 feet to an iron pin; thence through said Mont land southwestwardly by a 3° 11' curve to the right, having a radius of 1800 feet and an arc distance of 297.45 feet to a copperweld pin; thence along land of Charles E. and Virginia D. Golomb N. 6° 44' 53" E., a distance of 410.09 feet to a point; thence along the aforesaid Pennsylvania Power & Light Company land S. 82° 56' 28" E., a distance of 223.00 feet to an iron pin, the place of beginning; containing 1.619 acres, more or less; and

BEGINNING at an iron pin, said iron pin being the northwest corner of land of Harry W. Kline and Leonore A. Kline; thence along land of Pennsylvania Power & Light Company S. 82° 56' 28" E., a distance of 124.56 feet to an iron pin; thence through said Kline land southwestwardly by a 3° 11' curve to the right, having a radius of 1800 feet and an arc distance of 189.80 feet to an iron pin; thence along land of Charles Mont, Jr. and Julia Mont N. 6° 43' 59" E., a distance of 143.97 feet to an iron pin, the place of beginning; containing 0.212 of an acre, more or less.

BEING the same premises which Dora Wallace, a widow, by deed dated May 11, 1972, and recorded in the Office for the Recording of Deeds in and for the County of Luzerne, Pennsylvania, on May 15, 1972 in Deed Book 1748, Page 554, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

EXCEPTING out of the above described tract of land, all that certain piece or parcel of land belonging to Beach Grove Burying Ground Association, bounded and described as follows:

BEGINNING at a point, said point being the southwest corner of the fence of the Beach Grove Burying Ground Association Cemetery, said point being located N 342,933.03 - E 2,443,035.63 on the Pennsylvania Grid Coordinate System; thence along the said fence and land of the Grantor herein N. 2° 49' 59" W. a distance of 188.4 feet to a railroad spike

in the centerline of Township Road 419; thence in and along said Township Road N. 88° 51' 31" E. a distance of 274.16 feet to a point in the northerly side of said road; thence in and along same S. 50° 18' 04" E. a distance of 70.35 feet to a point in the said township road centerline; thence along land intended to be conveyed by the Grantee herein to the Grantor herein S. 37° 15' 36" E. a distance of 141.96 feet to a point; thence along land of the Grantor herein S. 85° 50' 40" W. a distance of 50.00 feet to a point, said point being the southeast corner of the aforesaid Beach Grove Burying Ground Association Cemetery fence; thence through the land of the Grantor herein the following three (3) bearings and distances: (1) S. 0° 06' 04" W. - 30.08 feet to a point; (2) S. 85° 50' 40" W. - 343.00 feet to a point; (3) N. 5° 04' 40" W. - 30.27 feet to a point, the place of beginning. Containing 1.688 acres, more or less.

TRACT VI

ALL THAT CERTAIN PIECE OR PARCEL of land, being a part of Lot No. 24 in the second division of Salem, one of the seventeen certified townships in the County of Luzerne aforesaid, together with the buildings and improvements thereon erected, situate in the Township of Salem, County of Luzerne, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Lot No. 25; thence by Lot No. 25 of the same division, south 00 degrees 30 minutes east, 307 perches to a corner; thence by the first division north 89 degrees 30 minutes east, 55.55 perches to a corner, and north 00 degrees 30 minutes west, 307 perches to a corner; thence by the third division south 89 degrees 30 minutes west, 52.55 perches to the place of beginning.

EXCEPTING AND RESERVING from the above described piece of land, a tract of twenty acres, cut off from the south end of the above described piece of land, which was heretofore conveyed to Samuel Hicks.

ALSO EXCEPTING AND RESERVING from the above described piece of land, a tract of eight acres one hundred and fifty (150) perches which was conveyed to Webman Hess by deed dated April 21, 1933 and recorded in Luzerne County in Deed Book 735, Page 57.

ALSO EXCEPTING AND RESERVING from the above described piece of land, a tract of 24.99 acres which was conveyed to Charles E. Golomb, et ux, by deed dated September 15, 1967 and recorded in Luzerne County in Deed Book 1024, Page 507.

THE REMAINDER of the above described piece of land, after exceptions, containing 50 acres, more or less.

Being the same premises which Matthew M. Weiss and Mildred M. Weiss, his wife, by deed dated July 29, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on July 29, 1974 in Deed Book 1830, Page 538, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT VII

ALL THAT CERTAIN piece or parcel of land situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at the stake on line of land now or formerly of Phillip Seely; thence along line of land now or late of Leonard Roll, South 5 degrees West fifty-two and 6/10 perches to a stake; thence South 8 degrees, East forty perches; thence continuing along same South 2 degrees 45 minutes West twenty-two perches; thence South 17 degrees 45 minutes West twenty-six perches to a cherry tree; thence South 10 degrees 30 minutes West twenty-eight perches to a stake; thence South 5 degrees West sixty-three and 2/10 perches to a stake; thence along land now or late of Ellen Frace South 84 degrees 30 minutes East twenty-six and 6/10 perches to a post on line of land now or late of C. C. Lockhart; thence continuing along same North 5 degrees East two hundred and thirty perches to a stone in line of land now or late of Phillip Seely; thence continuing along same North 84 degrees 30 minutes West twenty-seven perches to a stake, the place of beginning. Containing 34 acres and 73 perches more or less.

BEING the same premises which Robert D. Taylor and Elizabeth R. Taylor, his wife; by deed dated August 7, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on August 26, 1974, in Deed Book 1833, Page 569, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT VIII

ALL THOSE CERTAIN pieces or parcels of land, including all improvements, situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

TRACT NO. 1 BEGINNING at an iron pipe, said iron pipe being; N 05° 45' E 76.28 feet from an iron pipe located at the intersection of the northerly line of Township Road T-438 and the dividing line of land, now or formerly, of John McDonald, and land of Stanley E. Shortz; thence along said McDonald land N 06° 47' 00" E. 1199.00 feet to a steel post; thence along other land of the Grantee herein, S 84° 14' 24" E 19.09 feet to a P.K. Nail; thence along the center of said Township Road T-438, and along other land of the Grantee herein, Tract #2 herein, and other land of Stanley E. Shortz, respectively, S 07° 08' 00" W 1199.00 feet to a P.K. Nail; thence along said Shortz land N 84° 15' 00" W 911.77 feet to an iron pipe, the point of beginning. Containing 25.191 acres more or less.

TRACT NO. 2 BEGINNING at a point, said point being at the intersection of the Northerly line of a 30 feet wide right of way and the center of Township Road T-438, said point also being N 07° 08' 00" E 471.32 feet from a P.K. Nail set at the southeasterly corner of Tract #1; thence along the center of said Township Road T-438, N 07° 08' 00" E 512.00 feet to a P.K. Nail; thence along other land of the Grantee herein, S 83° 00' 00" E 506.59 feet to a monument; thence along other land of the Grantee herein; S 07° 11' 07" W 512.00 feet to a point; thence along land of Stanley E. Shortz and along the Northerly line of said 30 feet wide right of way, N 83° 00' 00" W 506.13 feet to a point, the point of beginning. Containing 5.951 acres more or less.

Being the same premises which Charles E. Golomb and Virginia D. Golomb, his wife, by deed dated February 7, 1975 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania on February 14, 1975 in Deed Book 1848, Page 337, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT IX

ALL THAT CERTAIN PLICE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a P.K. Nail in the center of Township Road T-450, also known as Bell Bend Road, said P. K. Nail being 750 feet, more or less, southwesterly from the intersection of Township Road T-450 and U. S. Route 11; thence along land of Joseph Putoma, the following four (4) courses and distances, (1) N 59° 18' 49" W 142.20 feet to an iron bolt; (2) along the westerly side of a private drive, N 27° 37' 11" E 8.00 feet to an iron pin; (3) N 60° 52' 49" W 93.50 feet to an iron pin; (4) N 18° 00' 49" W 74.66 feet to an iron pin, said iron pin being N 27° 14' 11" E 134.44 feet from the southwesterly corner of land to be conveyed from Mason L. & Joanne A. Samsel to the grantee herein; thence along said Samsel land N 87° 14' 11" E 50.00 feet to an iron pin; thence along land now or formerly of Garrett Hess, the following three (3) courses and distances, (1) S 65° 45' 49" E 114.45 feet to a P.K. Nail; (2) along the center of said private drive, N 27° 44' 11" E 3.96 feet to a P.K. Nail; (3) S 62° 30' 49" E 40.10 feet to a P.K. Nail in the center of Township Road T-450, said P.K. Nail being S 34° 43' 11" W 144.00 feet from the southeasterly corner of said Samsel land; thence along the center of Township Road T-450 S 32° 21' 11" W 135.00 feet to a P.K. Nail, the point of beginning. Containing 0.563 of an acre more or less.

BEING the same premises which Anthony Ross and Eleanor J. Ross, his wife, by deed dated March 12, 1975 and recorded in the Office for the Recording of Deeds, in and for Luzerne County, Pennsylvania, on March 14, 1975, in Deed Book 1850, Page 418, granted and conveyed unto Pennsylvania Power & Light Company, grantor herein.

TRACT X

ALL THOSE CERTAIN pieces or parcels of land, including improvements, situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at a point on a private road at the corner of Lot No. 25; thence along said road South 83 degrees 30 minutes East 129.5 feet to land of L. T. Reichard; thence along said land South 6 degrees 30 minutes West 498 feet to land of George W. LaRue; thence along the same North 83 degrees 30 minutes West 129.5 feet to Lot No. 25 aforesaid; thence along the same North 6 degrees 30 minutes East 498 feet to the place of beginning. Containing 1.480 acres more or less.

THE SECOND THEREOF:

BEGINNING at a point on the Southerly side of a 30 foot public road, said point being N. 83°-30' W. 179.5 feet from the dividing line of now or formerly the Grantors (Tract 3) and now or formerly Harry Lear; thence along other land of the Grantors (Tract 1) S. 6° W. 512 feet to a point; thence along land now or formerly of Josephine Rymar N. 83° W. 510 feet to a point; thence along land now or formerly of Harry W. Kline N. 6° E. 470 feet, more or less, to an iron pin; thence along other land of the Grantee, along a curve to the left with a radius of 1800 feet, an arc distance of 82.56 feet to a point on the southerly side of said road; thence along the southerly side of said road S. 83° E. 180 feet, more or less, to a point; thence leaving said road along other land of the Grantees, the following 3 courses and distances (1) S. 6°-30' W. 200.00 feet to an iron pin; (2) S. 83°-30' E. 100.00 feet to an iron pin; (3) N. 6° 30' E. 200.00 feet to an iron pin on the southerly side of said road; thence along the southerly side of said road S. 83° E. 150 feet to a point, the place of beginning. Containing 5.500 acres more or less.

THE THIRD THEREOF:

BEGINNING at an iron pin on the southerly side of "30 ft. public road"; thence along the southerly side of said road South 82 $\frac{1}{2}$ degrees East 50 feet to an iron pin; thence South 7 degrees West 106.25 feet to an iron pin in the northerly side of road; thence North 71 degrees 20 minutes West along the northerly line of said road 51 feet to an iron pin; thence North 7 degrees East 96.5 feet to the iron pin, the place of beginning. Containing 0.116 of an acre more or less.

BEING the same premises which Herman E. Hill and Mary A. Hill, his wife, by deed dated October 9, 1974, and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on October 9, 1974, in Deed Book 1838, Page 972, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XI

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at a corner on the old road leading from State Highway through the L. T. Lockard Plot; thence along land now or formerly of Harvey Fink in an Easterly direction a distance of 430 feet to land now or formerly of Fred Belles; thence along said Belles land in a Northerly direction 70 feet to land now or formerly of George Hunter; thence along said Hunter land and land now or formerly of Olen L. Slusser in a Westerly direction a distance of 430 feet to the said highway; thence along said highway in a Southerly direction a distance of 70 feet to the place of beginning. CONTAINING 0.69 of an acre more or less.

BEING the same premises which Myron Leslie Pifer, and Fhyllis D. Pifer, his wife, by deed dated October 28, 1974 and recorded in the office for the Recording of Deeds in and for Luzerne County, Pennsylvania on October 30, 1974, in Deed Book 1840, Page 949, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XII

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, being the northeasterly corner of land now or formerly of Herman E. Hill on the southerly side of a "30 foot public road"; thence along the southerly side of said road S. 75° -30' E. - 181.00 feet to an iron pin; thence continuing along said road S. 2° -30' E. - 129.10 feet to an iron pin; thence along the northerly side of a road N. 71° -20' W. - 204.50 feet to an iron pin, being the southeasterly corner of land now or formerly of Herman E. Hill; thence along the easterly line of land now or formerly of Herman E. Hill N. 6° -32' E. - 106.47 feet to an iron pin, the place of beginning. CONTAINING 0.5 of an acre of land more or less.

BEING the same premises which Harry K. Lear, Jr., A/K/A Harry Kresge Lear, and Edith May Lear, his wife, by deed dated November 22, 1974, and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania on November 22, 1974 in Deed Book 1842, Page 682, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XIII

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at a P. K. Nail, said P. K. Nail being in the center of Township Road T-450, also known as Bell Bend Road, thence through land of the Grantors herein and along the center of said Township Road, the following (4) courses and distances: (1) S. $30^{\circ}-09'-33''$ W. 60.00 feet to a P. K. Nail; (2) S. $24^{\circ}-15'-33''$ W. 150.00 feet to a P. K. Nail; (3) S. $29^{\circ}-50'-33''$ W. 50.00 feet to a P. K. Nail; (4) S. $34^{\circ}-17'-33''$ W. 208.40 feet to a P. K. Nail; thence along land of Garrett Hess, S. $88^{\circ}-51'-46''$ W. 237.44 feet to an iron pin, and S. $87^{\circ}-14'-11''$ W. 258.44 feet to an iron pin; thence along other land of the Grantee herein, the following (4) courses and distances: (1) N. $21^{\circ}-33'-32''$ E. 490.85 feet to a stone; (2) N. $89^{\circ}-44'-33''$ E. 510.50 feet to a monument; (3) S. $19^{\circ}-14'-33''$ W. 40.50 feet to a monument; (4) N. $88^{\circ}-41'-02''$ E. 51.02 feet to a P. K. Nail, the point of beginning. CONTAINING 5.461 acres more or less.

BEING the same premises which Mason L. Samsel and Joanne A. Samsel, his wife, by deed dated January 6, 1975 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on January 6, 1975 in Deed Book 1845, Page 441, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XIV

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner in line of land now or formerly of Virgil Wallace; thence along a private road South 9 degrees East a distance of Two Hundred Nineteen and one-half ($219\frac{1}{2}$) feet to a post in line of Beach Grove School land; thence along the same South $62\frac{1}{2}$ degrees East a distance of Eighty-eight and five tenths (88.5) feet to a post; thence along land now or formerly of Lloyd Ash North 23 degrees East a distance of One Hundred Three (103) feet to a post; thence along land now or formerly of Paul Reichard, North 9 degrees West a distance of One Hundred Forty-eight (148) feet to a wild cherry stump; thence along land now or formerly of Virgil Wallace North $83\frac{1}{2}$ degrees West a distance of One Hundred Thirty-four (134) feet to the place of beginning. CONTAINING 0.635 of an acre more or less.

BEING the same premises which Arlean M. Cornell, a/k/a Arlene M. Cornell, a widow, by deed dated November 22, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on November 22, 1974, in Deed Book 1842, Page 885, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XV

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in the southerly side of a thirty (30) foot township public road, in line of lands now or formerly of Herman E. Hill and Mary A. Hill, his wife, said beginning point being three hundred twenty-nine and five-tenths (329.5) feet from the dividing line of lands now or formerly of Herman E. Hill and Mary A. Hill and lands now or formerly of Harry Lear (Late of Michael Mont) on a course North 83 degrees 30 minutes West; thence South 6 degrees 30 minutes West, two hundred (200) feet to an iron pin corner; thence through lands now or formerly of Herman E. Hill and Mary A. Hill, North 83 degrees 30 minutes West, one hundred (100) feet to an iron pin corner; thence through lands now or formerly of Herman E. Hill and Mary A. Hill, North 6 degrees 30 minutes East, two hundred (200) feet to said public road; thence along said township public road, South 83 degrees 30 minutes East, one hundred (100) feet to the place of beginning. CONTAINING 0.495 acres more or less.

BEING the same premises which Stanley J. Confer and Bonnie J. Confer, his wife, by deed dated September 30, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on September 30, 1974 in Deed Book 1837, Page 197, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.



TRACT XVI

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a P. K. Nail in the center of Township Road T-450 (formerly U. S. Route 11) also known as Bell Bend Road, said P. K. Nail being 500 feet, more or less, southwesterly from the intersection of said Township Road T-450 and U. S. Route 11; thence along the center of said Township Road T-450, S. $34^{\circ}-43'-11''$ W. 144.00 feet to a P. K. Nail; thence along land formerly of Anthony Ross, now of the Grantee herein, the following 3 courses and distances: (1) N. $62^{\circ}-30'-49''$ W. 140.10 feet to a P. K. Nail, (2) along a private drive, S. $27^{\circ}-44'-11''$ W. 3.96 feet to a P. K. Nail, (3) N. $64^{\circ}-45'-49''$ W. 114.45 feet to an iron pin; thence along land formerly of Mason L. Samsel, now of the Grantee herein, N. $87^{\circ}-14'-11''$ E. 74.00 feet to an iron pin and N. $88^{\circ}-51'-46''$ E. 237.44 feet to a P. K. Nail, the point of beginning. Containing 0.412 of an acre more or less.

BEING the same premises which Lulu Hess Nagle, a widow, by deed dated October 30, 1975 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania, on October 30, 1975, in Deed Book 1870, Page 716, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XVII

ALL THAT CERTAIN piece or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the dividing line between land of Harry Kline and M. Pifer, said iron pin being N. 3° -41'-13" W. 118.64 feet from a point on the northerly line of a 30 foot wide public road; thence along land of Harry Kline the following 3 courses and distances: (1) S. 84° -06'-17" W. 109.45 feet to an iron pin, (2) N. 03° -41'-43" W. 52.00 feet to an iron pin, (3) N. 00° -34'-17" E. 280.16 feet to an iron pin; thence along other land of the Grantee herein N. 87° -27'-17" E. 83.36 feet to an iron pin; thence along land of M. Pifer S. 03° -41'-43" E. 325.30 feet to an iron pin, the point of beginning. Containing 0.757 of an acre more or less.

BEING the same premises which George S. Hunter and Elizabeth J. Hunter, his wife, by deed dated November 7, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania on November 8, 1974 in Deed Book 1841, Page 956, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

TRACT XVIII

ALL THAT CERTAIN PIECE or parcel of land, including improvements, situate in the Township of Salem, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner of land now or late of V. R. Wallace on line of land now or late of Fred Belles, the same being the northeast corner of the property hereby conveyed; thence along land now or late of Fred Belles North $83\frac{1}{2}$ degrees West, three hundred one and five-tenths (301.5) feet to a corner of other land now or late of Samuel W. Kline, et ux; thence along said land South $6\frac{1}{2}$ degrees West, four hundred forty-nine (449) feet to the North side of the private road; thence along said road, South $83\frac{1}{2}$ degrees East, ninety-eight and five-tenths (98.5) feet to a post corner on line of V. R. Wallace and six (6) feet north of the stone corner at the southeast corner of the Wallace property; thence North $30\frac{1}{4}$ degrees East four hundred eighty-eight (488) feet to the place of beginning. CONTAINING Two (2) acres, more or less.

BEING the same premises which Timothy C. Benscoter and Velma I. Benscoter, his wife, by deed dated September 30, 1974 and recorded in the Office for the Recording of Deeds in and for Luzerne County, Pennsylvania on September 30, 1974, in Deed Book 1837, Page 194, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.



BILL OF SALE

THIS INDENTURE dated the day of , 197. ,
by and between PENNSYLVANIA POWER & LIGHT COMPANY, a corpora-
tion organized and existing under the laws of the Commonwealth
of Pennsylvania (hereinafter referred to as "Seller"), and
ALLEGHENY ELECTRIC COOPERATIVE, INC., also a corporation
organized and existing under the laws of the Commonwealth of
Pennsylvania (hereinafter referred to as "Purchaser");

WHEREAS, Seller has, by deed dated March 18, 1977
and delivered on the date hereof, granted and conveyed unto
Purchaser, its successors and assigns, as tenant in common
with Seller [which retains an undivided ninety percent (90%)
interest in the property which is the subject of the interests
conveyed thereunder], under and subject to certain exceptions,
reservations and covenants, an undivided ten percent (10%)
interest in and to Seller's estate, right, title and interest
in and to the real property associated with Units #1 and #2
of the Susquehanna Steam Electric Station situate in the Town-
ship of Salem, Luzerne County, Pennsylvania, as by reference
to said deed will more fully appear; and

WHEREAS, it is the intention of the parties hereto
that, in addition to the property so conveyed, as aforesaid,
a comparable undivided interest in all personal property of
Seller of whatever kind and description useful in connection
with said Units #1 and #2 of the Susquehanna Steam Electric
Station shall likewise be transferred unto Purchaser, as
tenant in common, as aforesaid.

NOW, THEREFORE, WITNESSETH, That Seller for and in
consideration of the sum of One Dollar (\$1.00) lawful money

of the United States and other good and valuable consideration, the receipt of which is hereby acknowledged; and, to the extent that Seller has the ability to do so, has bargained, sold, assigned, transferred and delivered, and by these presents does bargain, sell, assign, transfer and deliver, to Purchaser, its successors and assigns, as tenant in common with Seller [which retains an undivided ninety percent (90%) interest in the property which is the subject of the interests transferred hereunder], an undivided ten percent (10%) interest in all of Seller's estate, right, title and interest in and to all personal property of Seller of whatever kind and description, and wherever located, used and useful in connection with said Units #1 and #2 of the Susquehanna Steam Electric Station, including, without limiting the generality of the foregoing, the following:

1. The boiling water nuclear power reactors, steam turbine generators including all common facilities required for the operation and maintenance of Units #1 and #2 of Susquehanna Steam Electric Station, and all advance payments made for any item in respect of Units #1 and #2 of the Susquehanna Steam Electric Station.

2. Inventories of material, supplies, fuel (including nuclear fuel and nuclear fuel leases), tools and equipment facilities and other items specifically designated for use in connection with the construction and operation of Units #1 and #2 of the Susquehanna Steam Electric Station.

3. All of the following which are used or to be used in respect of Units #1 and #2 of the Susquehanna Steam Electric Station: (a) contracts including advance payments made relative thereto (including without limitation, all contracts relating to nuclear fuel, nuclear fuel fabrication, nuclear fuel transportation, nuclear fuel storage and other related nuclear matters); (b) choses in action; and (c) causes of action.



It is understood by the parties hereto that Seller currently owns leasehold estates or leasehold interests in some items which have been or are to be specifically included for construction or use as part of Units #1 and #2 of the Susquehanna Steam Electric Station. When Seller's interest is that of a leasehold estate or a leasehold interest, Seller hereby sells and transfers to the extent permitted by law, and to the extent permitted by the terms and conditions under which Seller holds its leasehold estate or leasehold interest, and subject to Article II of the Tenancy in Common Participation Agreement dated March 18, 1977, between the parties, pursuant to which this Bill of Sale is delivered.

UNDER AND SUBJECT to the following covenant, waiver, surrender and release:

Seller and Purchaser hereby covenant and agree that:

The following covenant, waiver, surrender and release is hereby entered into by and between the parties hereto as tenants in common, namely, that the aforesaid personal property, including the undivided ninety percent (90%) interest therein of Seller as a tenant in common, and the additional personal property hereinafter mentioned shall not, during the period hereinafter specified, be subject to any partition or sale for division, either voluntary or involuntary, by either judicial or non-judicial action, and all right to effect during said period such a partition or sale for division, is hereby waived, surrendered and released by each of the parties hereto as tenants in common; and said covenant, waiver, surrender and release (1) shall be binding upon and enure to the benefit of each such tenant in common and its respective successors and assigns, and the mortgagees, receivers, trustees or other representatives of the respective tenants in common and their respective successors and assigns; (2) shall be applicable not

only to the aforesaid property, including the undivided ninety percent (90%) interest therein of Seller as a tenant in common, but shall also be applicable to all additional personal property relating to said Susquehanna Steam Electric Station and hereafter acquired by such tenants in common in connection therewith; (3) shall be effective during the period commencing with the date of the delivery hereof and continuing after the completion and commencement of the operation in the public service of said Units #1 and #2 of the Susquehanna Steam Electric Station during the useful life of said Units #1 and #2 of said station for the generation of electric energy, except that if at any one or more times during the said period all tenants in common then owning undivided interests in the aforesaid property and additions thereto, by appropriate instrument executed and delivered by all such tenants in common (with the consents of or releases of lien by the holders of all mortgages which are liens upon the interests of the respective tenants in common), shall dispose of any portion thereof or interest therein, said covenant, waiver, surrender and release shall, upon such delivery, cease to be binding with respect to such portion or interest so disposed of, but shall nevertheless remain effective during the aforesaid period with respect to the balance of said property and additions thereto not so disposed of; and (4) shall not, and is not intended to, prohibit or limit in any way the right of each tenant in common at any time owning an undivided interest in said property and additions thereto, including each party hereto, to sell, mortgage and otherwise freely transfer and alienate its own respective undivided interest therein, either in whole or in part; subject, however, to said covenant, waiver, surrender and release.

ALL PROPERTY TRANSFERRED HEREBY IS TRANSFERRED
"AS IS AND WHERE IS". PURCHASER ACKNOWLEDGES AND AGREES THAT
AT NO TIME SHALL SELLER HAVE MADE, NOR BE DEEMED TO HAVE MADE,
ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE TITLE TO
SUCH PROPERTY OR AS TO COMPLIANCE WITH SPECIFICATIONS, CON-
DITION, MERCHANTABILITY, DESIGN, QUALITY, DURABILITY, OPERATION,
FITNESS FOR USE OR PURPOSE, VALUE, QUANTITY, SUITABILITY, OR
WORKING ORDER OF SUCH PROPERTY, NOR TO HAVE MADE ANY OTHER
REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED,
WITH RESPECT TO SUCH PROPERTY OR OTHERWISE, INCLUDING ANY
REPRESENTATION OR WARRANTY THAT THE USE OR OPERATION OF SUCH
PROPERTY WILL NOT VIOLATE ANY PATENT, TRADEMARK OR SERVICE
MARK RIGHTS OF ANY THIRD PARTIES.

IN WITNESS WHEREOF, Seller and Purchaser have duly
caused this Indenture to be duly executed in their respective
names and on their respective behalves as of the day and year
first above written.

PENNSYLVANIA POWER & LIGHT COMPANY
By:

Attest:

Assistant Secretary

ALLEGHENY ELECTRIC COOPERATIVE, INC.
By:

Attest:

Secretary

KENNEDY FAMILYJoseph P., Sr. (d.) & Rose KennedyJoseph P., Jr. (d.)

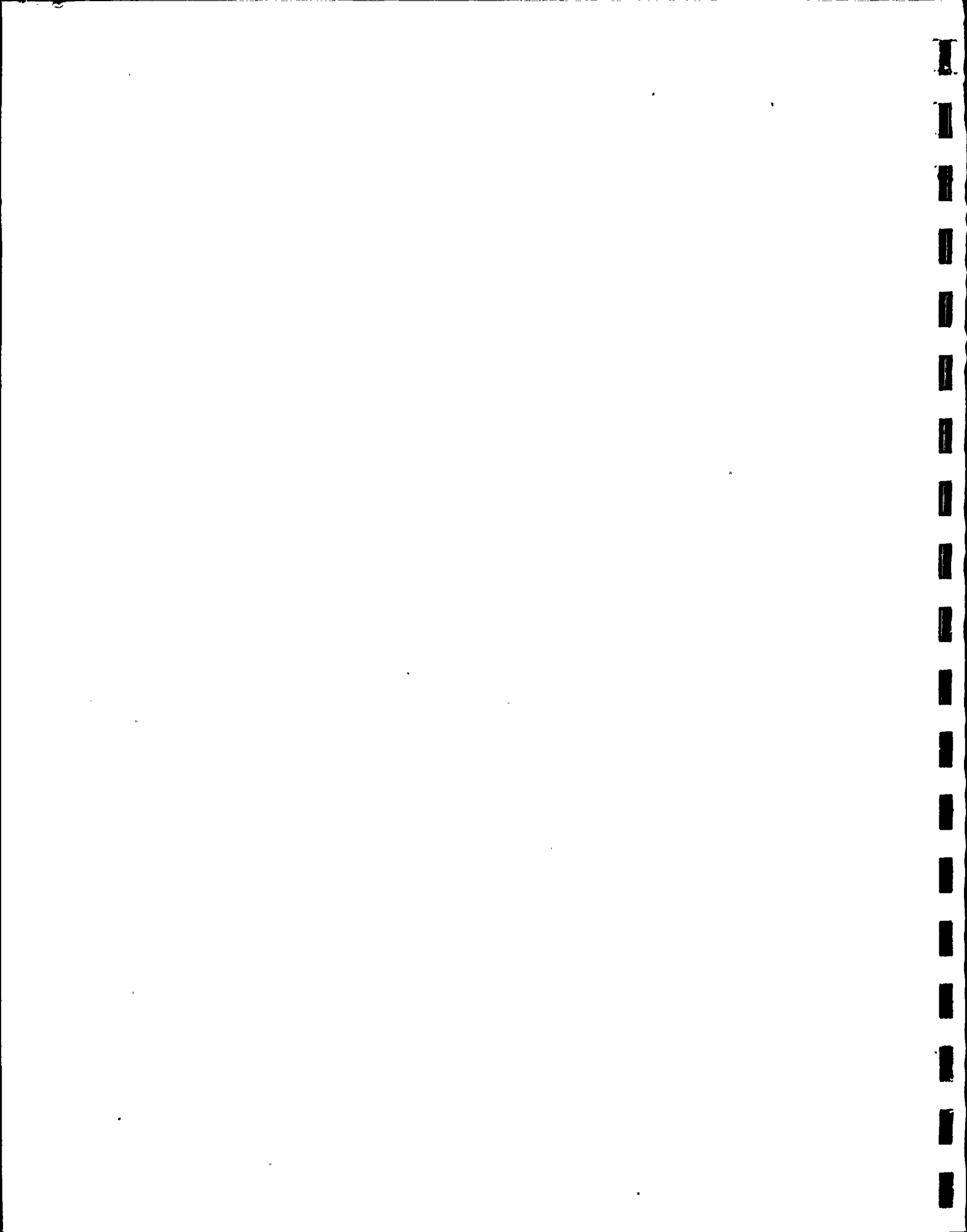
None

John F. (d.)Caroline
John F., Jr.Kathleen (d.)

None

Robert F. (d.)Kathleen
Hartington
Robert F., Jr.
Joseph Patrick
David Anthony
Mary Courtney
Michael L.
Mary K.
Christopher
MatthewEdward MooreKara Ann
Edward Moore
Patrick JosephEunice (Shriver)Robert Sargent III
Maria Owings
Timothy Perry
Mark KennedyJean (Smith)Willie
Stephen, Jr.Patricia (Lawford)Christopher
Sydney
Victoria
RobinRoseMary

None



PP&L

EXHIBIT D

MAJOR CONTRACTS

February 28, 1977

<u>Purchase Order #</u>	<u>Company</u>	<u>Description</u>	<u>Amount</u>
A-3	Elwin G. Smith Division	Steel Roof Decking	\$ 645,390
A-7	Elwin G. Smith Division	Metal Siding	\$ 903,030
A-44	General Elevator	Elevators	\$ 394,693
C-9	United States Testing	Materials Testing Serv.	\$ 1,114,109
C-03	Morgan Equipment	Concrete Batch Plant	\$ 793,329
C-04	C.J. Langenfelder & Son	Excavation	\$ 6,749,799
C-10	Bethlehem Steel Corp.	Rebar	\$ 9,765,934
C-13	Kurtz Precast Corp.	Concrete Panels	\$ 1,312,788
C-15	American Bridge Div.	Fabricate & erect structural steel	\$ 7,474,954
C-21AC	Progressive Fabricators	Circ. Water Pipe & Fittings	\$ 747,443
C-24	Railroad Construction	R.R. Track	\$ 480,356
C-27	Chicago Bridge & Iron	Condensate Storage Tanks	\$ 415,315
C-30	Fibre Board Corp.		
	Corban Ind.	Pipe	\$ 587,324
C-39	C.J. Langenfelder & Son	Railroad Bridge	\$ 687,724
C-45	Industrial Engineering	RFV, Pedestial Form & Dir.	
		Slab Support Steel	\$ 730,520
C-46	FBI Industries	Reactor Shield	\$ 1,358,880
C-50	Chicago Bridge & Iron Co.	Containment Liner Plate	\$ 11,260,092
C-51	Nooter Corp.	Fuel Pool Liner Plate	\$ 6,085,714
C-53	Dravo Corp.	Vent Pipes	\$ 843,252
C-63	Bethlehem Steel Corp.	Support Steel	\$ 5,195,800
C-79	Continental Boiler Works, Inc.	Condenser Piping	\$ 670,357
E-1AC	McGraw Edison	Power Transformer	\$ 2,634,505
E-2AC	Westinghouse Elec. Corp.	Power Transformer	\$ 1,659,974
E-3AC	General Electric	Power Transformer	\$ 560,551
E-5AC	General Electric	Bus Duct & Access.	\$ 745,640
E-9AC	Westinghouse Elec. Corp.	Med. Voltage Switch Gear	\$ 986,043
E-12AC	Allis-Chalmers Corp.	Electric Motors	\$ 1,585,523
E-17AC	ITE Imperial Corp.	Load Center Substations	\$ 1,590,080
E-18AC	Cutler-Hammer	Motor Control Centers	\$ 807,726
E-29AC	Kerite Co.	Power Cable	\$ 322,524
E-32FA	Cyprus Cable Support System	Cable Tray	\$ 321,381
E-109AC	Westinghouse Electric Corp.	Metal Clad Switchgear	\$ 743,681
E-118AC	Cutler-Hammer	Motor Control Centers	\$ 340,253
E-121AC	General Electric	Direct Current Control Centers	\$ 400,398
E-129AC	Kerite Co.	Power Cable	\$ 322,282
E-130A	Paige Electric Corp.	Power & Control Cable	\$ 1,463,128

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<u>Purchase Order #</u>	<u>Company</u>	<u>Description</u>	<u>Amount</u>
E-130BC	Okonite Company	Power & Control Cable	\$ 337,106
E-131A	Samual Moore & Co.	Instr. & Specialty Cable	\$ 992,402
E-135AC	Westinghouse Electric Corp.	Electrical Cable Penet.	\$ 663,746
F-6A	Industrial Engineering	FAB/Pipe Sleeves	\$ 1,813,000
F-6B	Formit Steel	Misc. Iron & Steel	\$ 2,842,491
F-470	Universal Form Clamp	Gang Forms	\$ 1,072,530
F-689	Galli Ready Mix	Concrete	\$ 277,837
F-706	Burdett Oxygen Co.	Gases	\$ 443,473.
F-1439	Tri-County Oil	Diesel Oil & Gas	\$ 254,195
F-1699	Pyrofax Corp.	Furnish & Deliver Propane	\$ 424,836
F-1980	Universal Form Clamp	Gang Forms	\$ 685,368
F-3964	Lumbermens Mutual Casualty	Insp. Services	\$ 653,699
F-5969	Franklin Electric	Flexible Metal Fittings	\$ 688,197
F-12932	Hunlock Sand & Gravel Co.	Aggregate	\$ 642,340
F-12933	Galli Ready Mix	Pre-Mix Concrete	\$ 299,000
F-13256	Dresser Ind.	Check Valves	\$ 368,500
J-5AC	Comsip Customline Corp.	Control Panels	\$ 491,125
J-66AC	Masoneilian International	Control Valves - Non-Nuclear	\$ 421,045
J-73AC	Waters Equipment	Water Sampling System	\$ 450,450
M-3AC	Ingersoll Rand	Condensers & Auxiliaries	\$ 4,553,412
M-4AC	Yuba Heat Transfer Corp.	Feedwater Heaters	\$ 4,771,625
M-5AC	Ingersoll Rand	Reactor Feed Pumps	\$ 499,350
M-7AC	Ingersoll Rand	Condensate Pumps	\$ 576,870
M-8AC	Ingersoll Rand	Circ. Water Pumps	\$ 623,950
M-14AC	Struthers Wells Corp.	Cooling Water Heat Exchangers	\$ 420,255
M-21AC	Harnischfeger Corp.	Turbine Bldg. Cranes	\$ 823,055
M-22AC	Harnischfeger Corp.	Reactor Building Cranes	\$ 1,535,575
M-26AC	Alleghany Ludlum Steel Corp.	Condenser Tubing	\$ 2,589,253
M-27AC	Heco Pacific Mfg. Co.	Misc. Hoists	\$ 615,988
M-28AC	Amertap Corporation	Cond. Tube Cleaning System	\$ 785,000
M-30AC	Cooper Bessemer Co.	Diesel Generators	\$ 3,292,120
M-32AC	Permutit Company	Makeup Demineralizer System	\$ 270,142
M-35AC	Envirex A Rexnord	Intake Struc. Screens	\$ 523,919
M-39AC	Crane Co.	Cond. Demineralizer	\$ 1,989,764
M-43AC	Richmond Engineering Co. Inc.	Misc. Tanks	\$ 298,993
M-55	Johns-Manville Sales Corp.	Reactor Vessel Insulation	\$ 428,977
M-56AC	Allis-Chalmers Mfg. Co.	Butterfly Valves	\$ 577,916
M-74AC	United Nuclear Ind. Inc.	Solid Radwaste Handling Sys.	\$ 390,339
M-84AC	Chemtron Corp.	Radwaste Filter System	\$ 427,160
M-87AC	Westinghouse Elec. Corp.	Cont. Hydrogen Recombiners	\$ 640,784
M-91AC	Westinghouse Elec. Corp.	Radwaste Evaporators	\$ 548,830
M-95AC	Airco Industrial Gases Div.	Cryogenic Off-Gas Treat.	\$ 5,028,648
M-96AC	Richmond Engineering Co.	Radwaste Tanks	\$ 486,378
M-164	Nuclear Install. Serv. Co.	CRD System Piping	\$ 3,319,911
M-307AC	The Trane Co.	Centrifugal Fans	\$ 480,091

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<u>Purchase Order #</u>	<u>Company</u>	<u>Description</u>	<u>Amount</u>
M-310AC	Carrier Air Conditioning	Cent. Water Chillers	\$ 1,270,663
M-315AC	Buffalo Forge Co.	Coolers	\$ 298,378
M-317AC	American Air Filter	Unit Coolers	\$ 1,013,196
M-323A	Lehigh Engineering Co., Inc.	Air Outlets & Accessories	\$ 2,795,741
M-323B	Lehigh Engineering Co., Inc.	Ventilation Ductwork	\$ 5,315,029
M-325AC	Farr Co.	Tools & Shareparts	\$ 1,425,435
M-336BC	Air Balance Incorporated	Control Dampers	\$ 373,715
M-343	Grinnell Fire Prot. Sys.	Fire Protection	\$ 1,033,117
P-1AC	ITT Grinnell Ind. Piping Inc.	Shop Fab Pipe	\$16,609,866
P-3AC	ITT Grinnell Hanger Div.	Hanger & Supports	\$ 2,487,518
P-6AC	Texas Pipe Bending Co.	Radioactive waste drain pipes	\$ 1,173,020
P-10A	Anchor/Darling Valve Co.	Gate Valves	\$ 1,452,707
P-12A	Anchor/Darling Valve Co.	Nuclear Valves	\$ 2,378,443
P-12BC	Pacific Valve	Nuclear Valves	\$ 1,103,446
P-14BC	Nuclear Valve Division	Nuclear Valves	\$ 376,947
P-15A	Yarway Corp.	Nuclear Valves	\$ 735,085
P-16AC	Jamesbury Corp.	Spare Valves	\$ 576,514
P-17A	Anchor/Darling Valve Co.	Valves	\$ 1,731,709
P-21CC	Walworth Co.	Valves & Access.	\$ 679,316
P-22A	Walworth Co.	Conven. Valves	\$ 1,606,659
P-22B	Pacific Valve	Carbon Steel Valves	\$ 1,174,287
P-25AC	BIF	Non-Q Valves	\$ 878,799
P-27AC	Xomox Corporation	Conven. Valves	\$ 412,221
BE-14	Commonwealth Telephone	Telephone	\$ 444,605
CF-2A	Coplay Cement Mfg. Co.	Cement Mfg. & Testing	\$ 2,856,419
CF-2B	A. Barletta & Sons	Fine Aggregate	\$ 728,165
CF-2C	Michigan Ash Sales Co.	Pozicon	\$ 365,722
CF-2D	Lycoming Silica Sand Co.	1 1/2" - 3" Coarse Aggregate	\$ 1,052,912
CF-4	Industrial Engineering	Steel Anchor Bolts	\$ 427,623
CF-5	H. H. Robertson Co.	Metal Deck	\$ 646,224
TB-01	Frank Wilson	Temp. Buildings	\$ 2,671,337
FSC-37	Burns Security Service	Guard Service	\$ 2,646,680
FSC-38	Peabody Testing	Radioactive Non-destructive Testing	\$ 2,800,449
FSC-44	Hahn Contracting	Culverts & Sleeves	\$ 747,971
PPL-01	Penn. Power & Light Co.	Construction Equipment	\$ 891,589
Tax	Sales and Use Tax		\$ 715,336
M-23AC	Whiting Corp.	Misc. Bridge Cranes	\$ 340,266
M-60AC	Bethlehem Steel	Diesel Fuel Oil Stor. Tank	\$ 342,996
P-7AC	Chemetron, Tube Turns Div.	Flued Head Fittings	\$ 1,137,432
P-11AC	Anchor-Darling Co.	Nuclear Valves	\$ 542,186
M-9	Research Cottrell	Cooling Towers	\$18,648,390

TWO NORTH NINTH STREET, ALLENTOWN, PA. 18101 PHONE: (215) 821-5151

FILE LIST

The PL Susquehanna Project Team file and file index are the prime file and file index for matters relating to the Susquehanna Project. Subsidiary files and file indexes are located throughout PL, Bechtel Power Corporation, Bechtel Corporation, and Susquehanna Project site providing support for matters covered in the prime file. File locations and file indexes applicable to this contract include but are not limited to the following:

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105		C-4	SITE PREPARATION AND EARTHWORK
105		C-5	DREDGING FOR RIVER STRUCTURES
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150	- 1	C-8	FORMING, PLACING, FINISHING AND CURING OF CONCRETE
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150		C-11	STRUCTURAL BACKFILL
156		C-13	PRECAST CONCRETE PANELS
150		C-14	STEEL PILING
154		C-15	FURNISHING, DETAILING, FABR, DEL AND ERECTING OF STRUCT STEEL
154		C-16	FURNISHING AND DELIVERING OF MISC METAL
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150		C-18	FURNISHING AND DEL OF STEEL ANCHOR BOLTS
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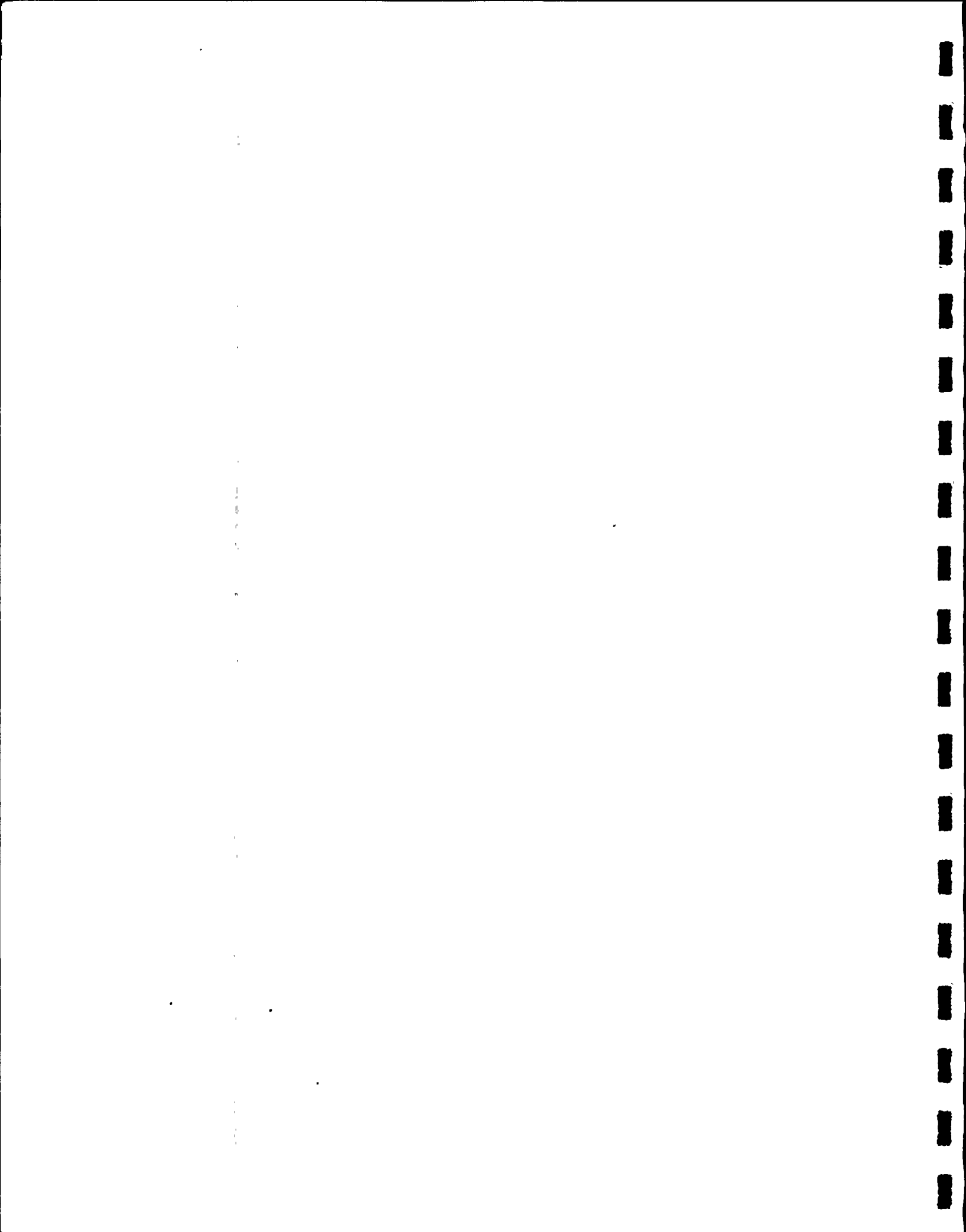
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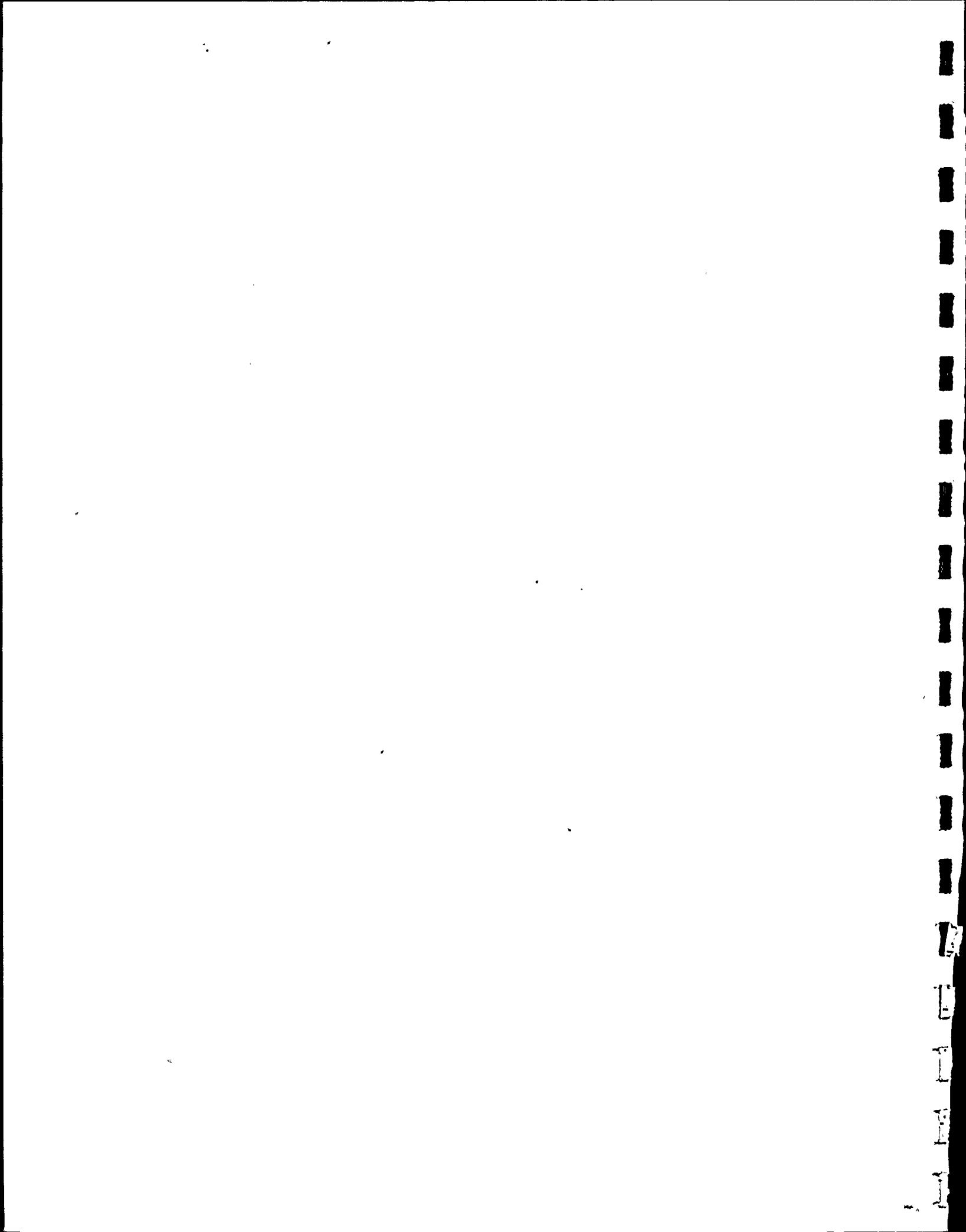
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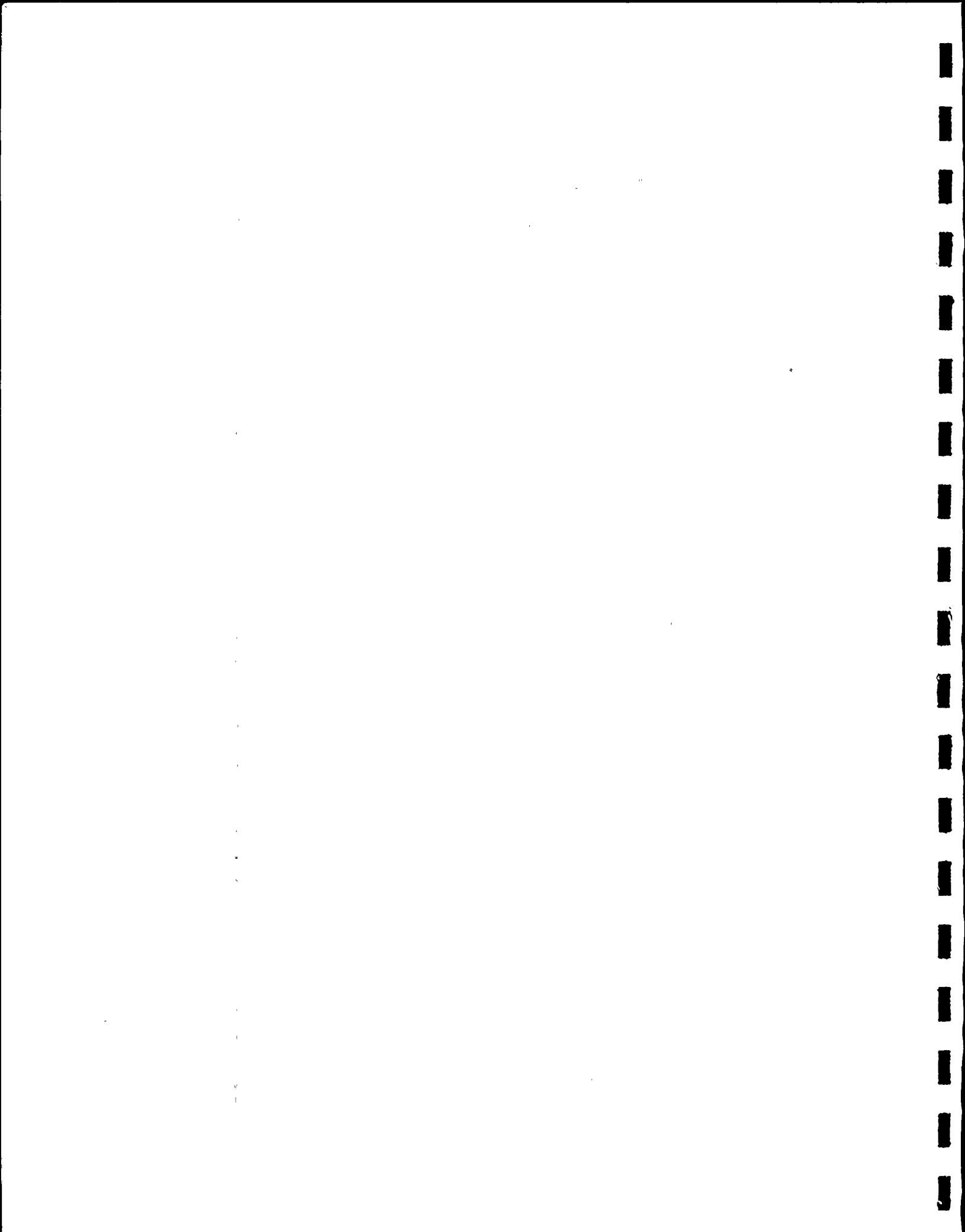
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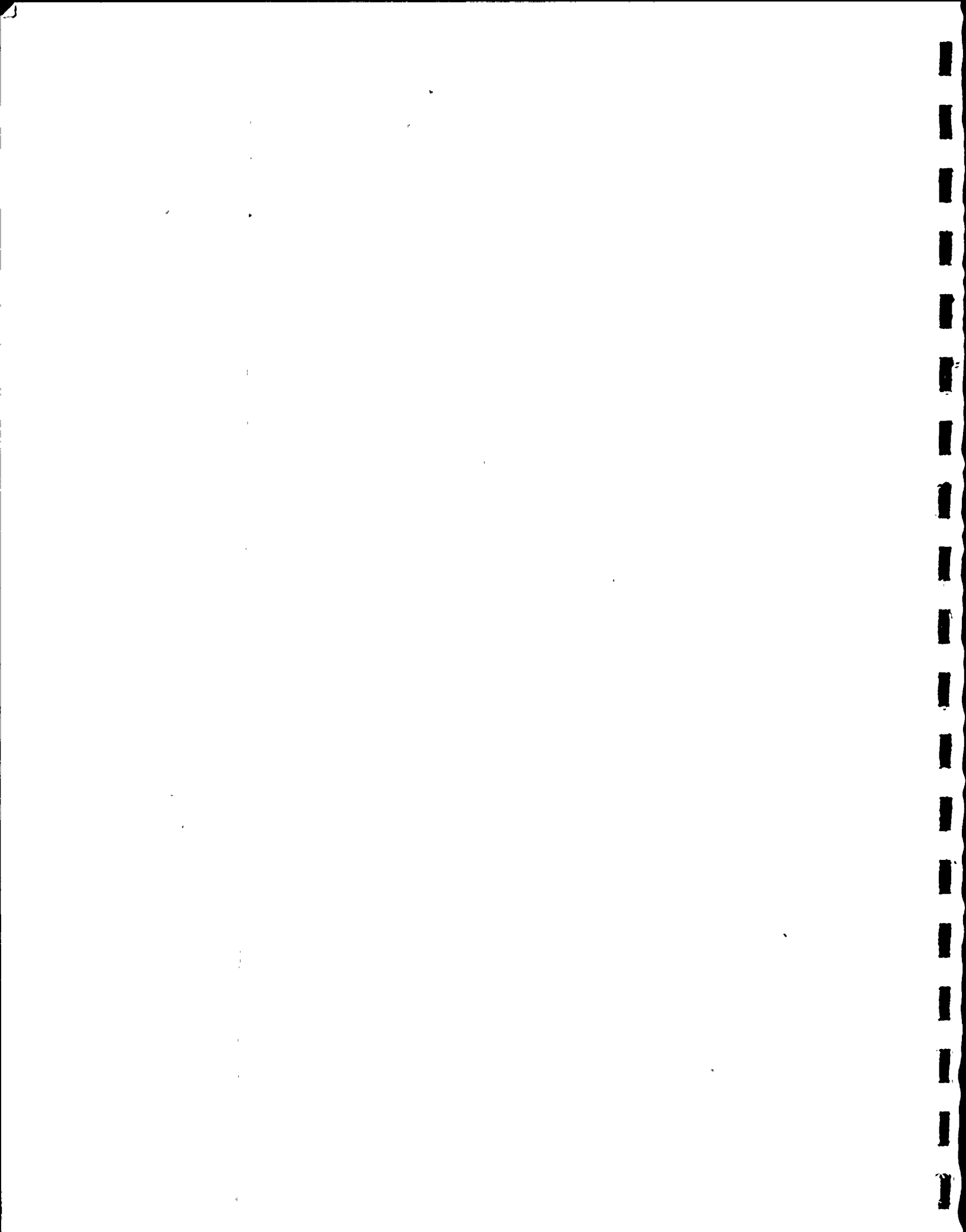
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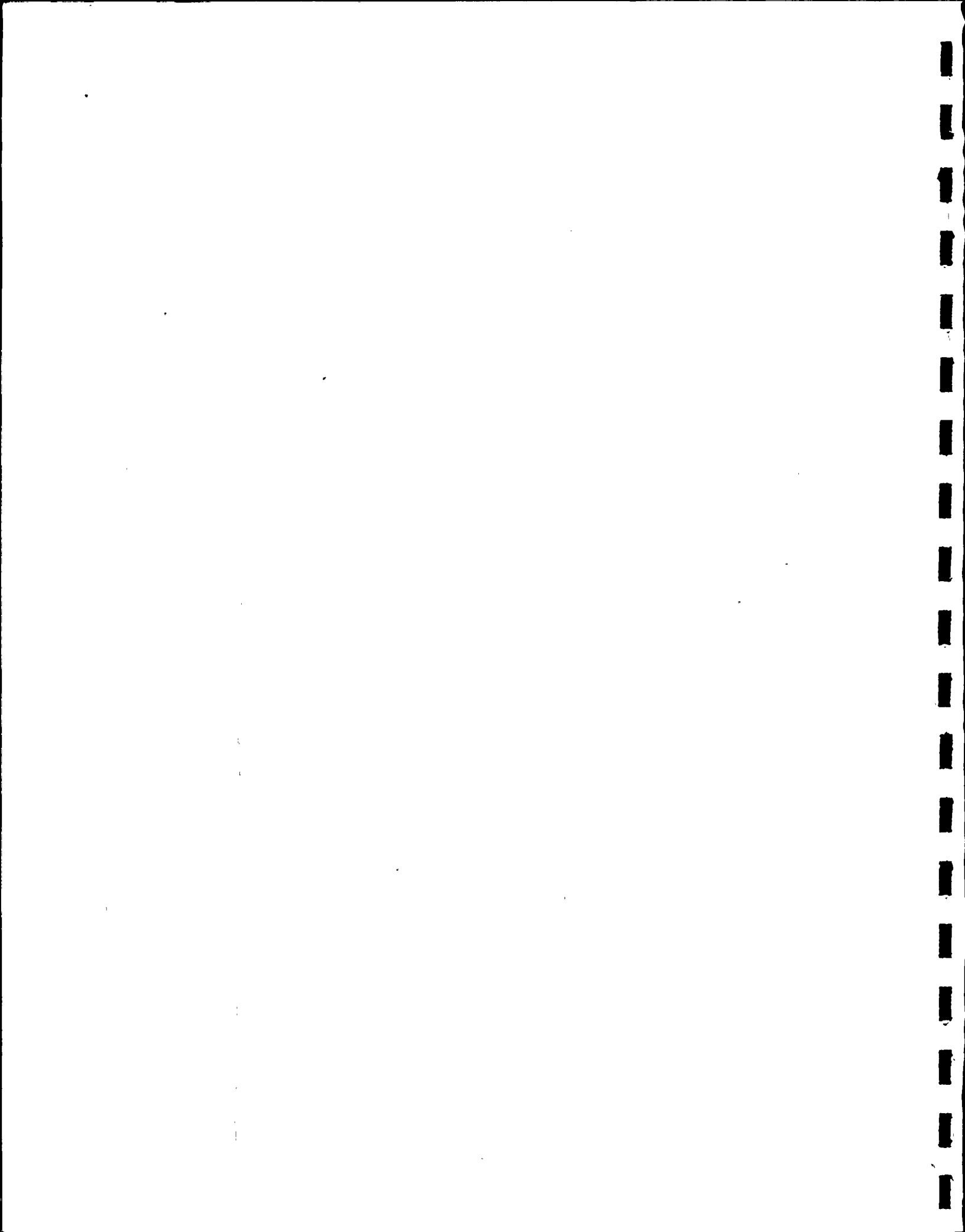
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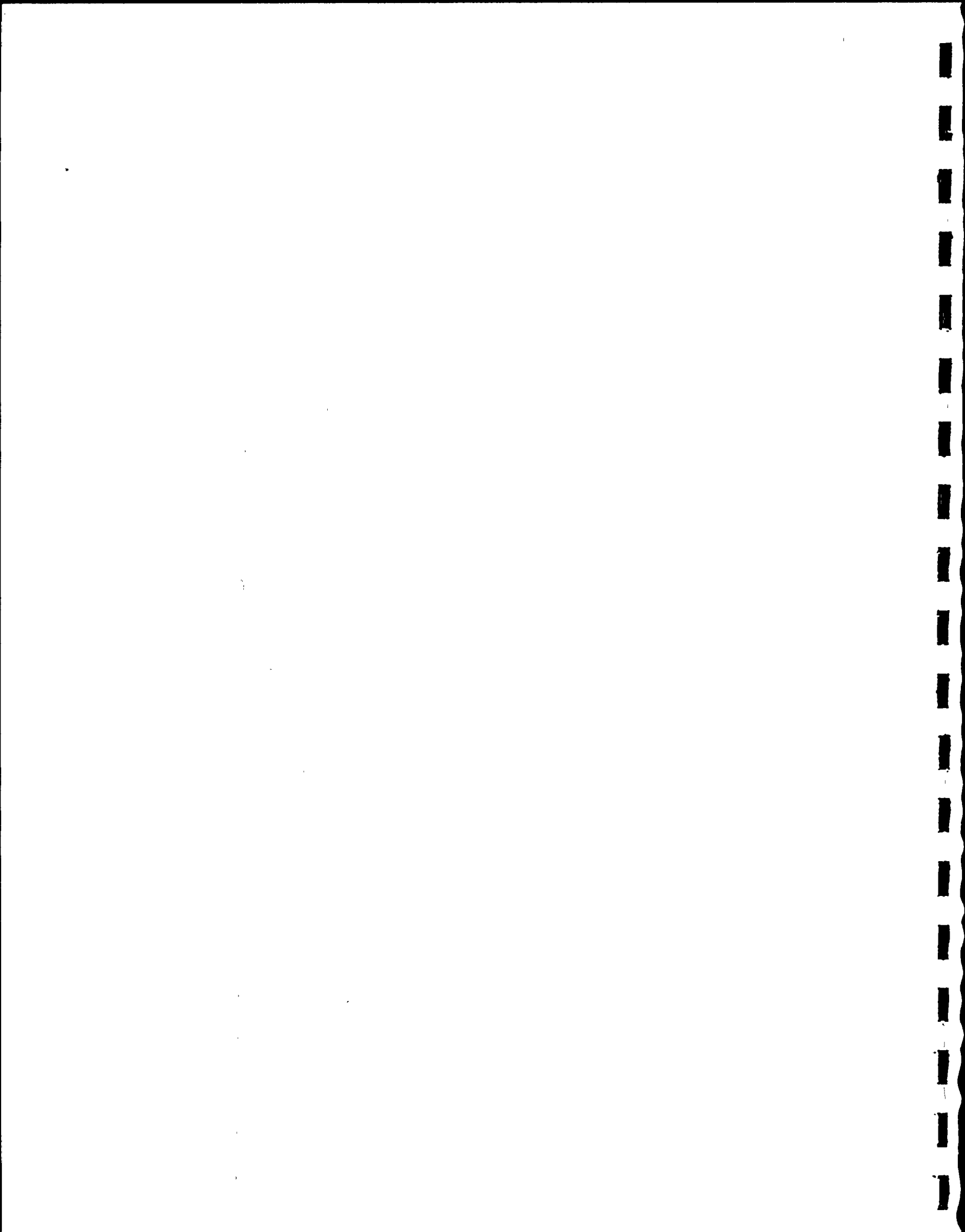
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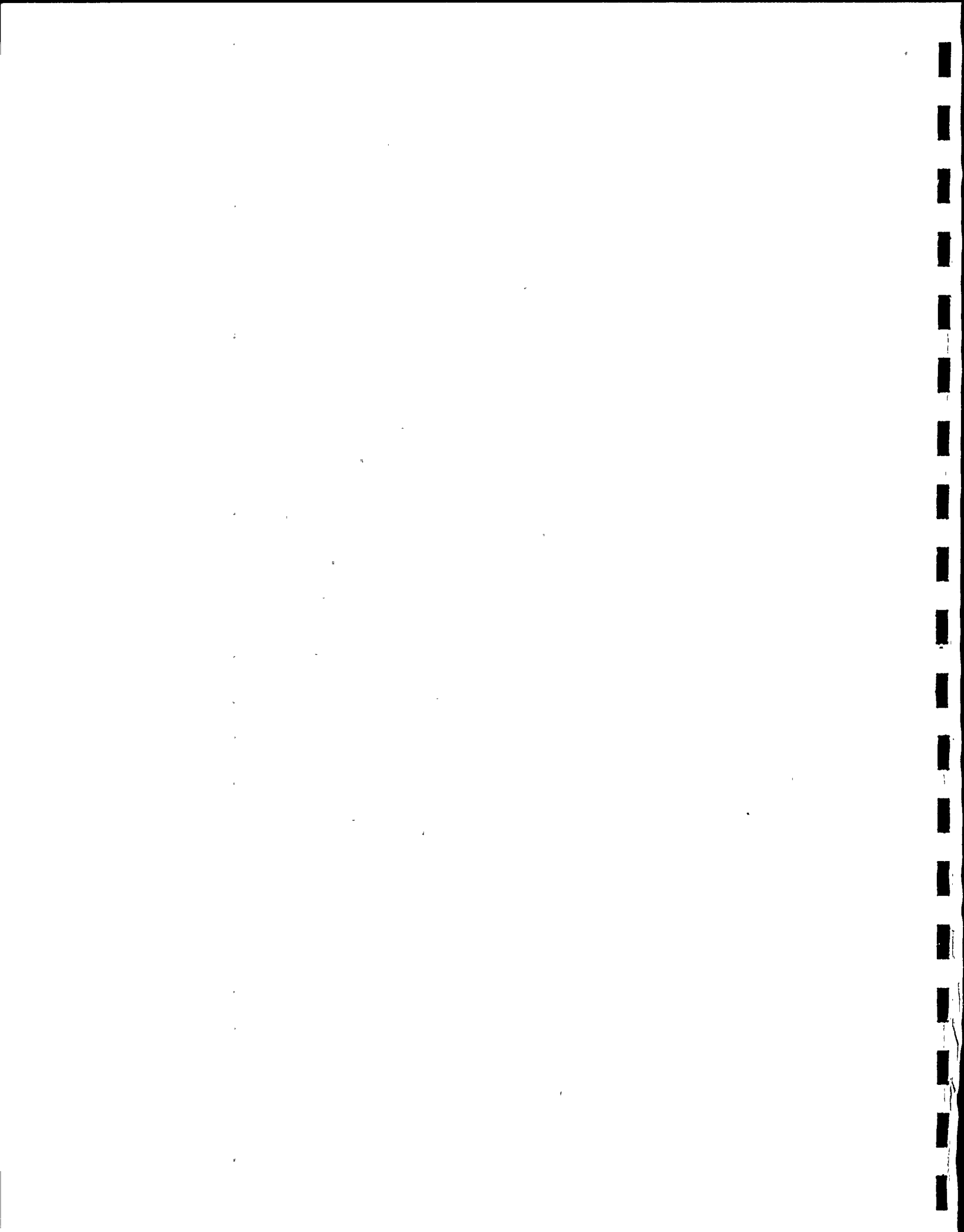
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0200 NUCLEAR PLANT STUDIES

-A BY PPCL

-B BY OTHERS

0300 REACTOR & PLANT SPECIFICATIONS

40320 PLANT RETIREMENT

0400 BWR - GENERAL ELECTRIC COMPANY

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-B COST ESTIMATES (PLANT & FUEL)

-C TECHNOLOGY (PLANT & FUEL)

-D PPCL CORRESPONDENCE

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-A CORRESPONDENCE

-B COST ESTIMATES & PROPOSALS (PLANT & FUEL)

-C TECHNOLOGY (PLANT & FUEL)

0600 PWR - COMBUSTION ENGINEERING CORP.

-A CORRESPONDENCE

-B COST ESTIMATES & PROPOSALS (PLANT & FUEL)

-C TECHNOLOGY (PLANT & FUEL)

0700 PWR - BARCOCK & WILCOX

-A CORRESPONDENCE

-B COST ESTIMATES & PROPOSALS (PLANT & FUEL)

-C TECHNOLOGY (PLANT & FUEL)

40800 HTGR - GULF GENERAL ATOMIC CORP.

-A CORRESPONDENCE

-B COST ESTIMATES & PROPOSALS (PLANT & FUEL)

-C TECHNOLOGY (PLANT & FUEL)

40900 BREEDER & FAST REACTOR STUDIES & TECHNOLOGY

0910 REFUELING

1000 REACTOR TECHNOLOGY

1100 RESEARCH REACTORS

41200 SPECIAL PURPOSE REACTORS

1300 THERMONUCLEAR POWER PLANTS

1400 PAR

1500 U.S. POWER REACTORS

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1720 DRESDEN #1 OPERATING REPORTS

41721 DRESDEN #2-OPERATING REPORTS

1725 NINE MILE POINT OPERATING REPORTS

1730 MONTICELLO OPERATING REPORTS

1735 R G & E GIVNA OPERATING REPORTS

41740 INDIAN POINT STATION OPERATING REPORTS

41745 POINT BEACH OPERATING REPORTS

1750 OYSTER CREEK OPERATING REPORTS

FEBRUARY

USQUEHANNA PROJECT

FILE INDEX

SECTION 9.13.4XXXX

1755 CONNECTICUT YANKEE OPERATING REPORTS
1800 MISC. APPLICATIONS
-A DESALINIZATION
1900 SAFETY EVALUATIONS FOR POWER REACTORS
-A PEACH BOTTOM UNITS 2 & 3
-B THREE MILE ISLAND UNITS 1 & 2
-C ENRICO-FERMI

FEBRUARY

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FILE INDEX

SECTION 9.13.5XXXX

XXXX REACTOR SITING

SITE SELECTION CRITERIA

RIVER STUDIES

NUCLEAR SITE EVALUATION REPORTS & PROPOSALS

SITE INVESTIGATION

TRANSPORTATION STUDIES

CORRESPONDENCE FILE

TURKEY HILL STUDY

PP&L PLANT LOCATION DRAWINGS

COOLING PONDS & LAKES - SITE STUDY

USGS MAPS & CHARTS

SUSQUEHANNA SITE

EBASCO

SUS. SITE GENERAL INFORMATION

GAI REPORTS

INFO. FOR PRELIMINARY SITE REPORT

INDUSTRIES WITHIN 25 MILE RADIUS

INDUSTRIES WITHIN 50 MILE RADIUS

COOLING TOWERS & GEOLOGY

SITE PHOTOGRAPHS

MARTINS CREEK SITE

HAUTO-SUITABILITY FOR NUCLEAR PLANT

METEOROLOGICAL STUDIES

POPULATION STUDIES

HISTORIC PLACES

EARTHQUAKE STUDIES

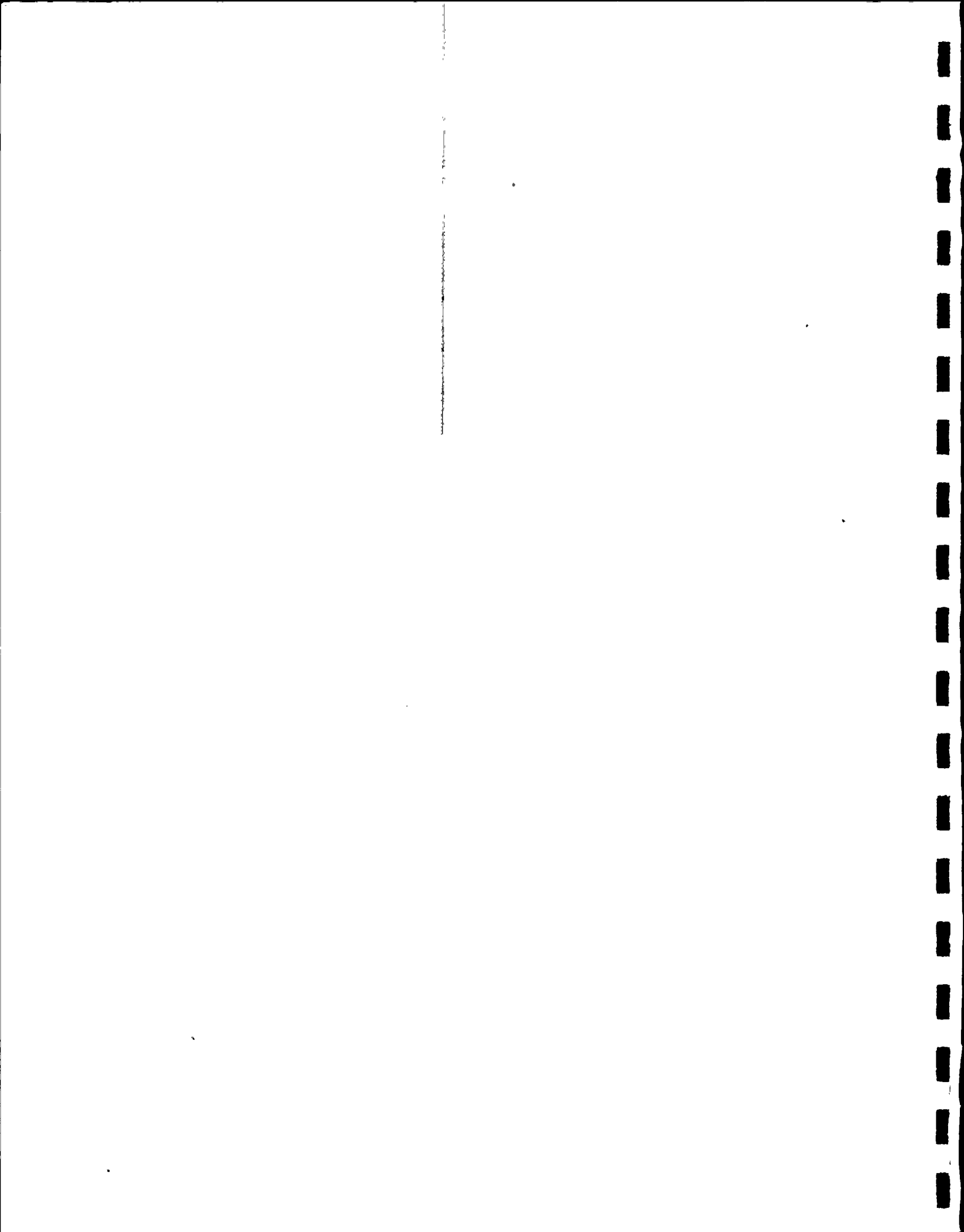
ECOLOGY STUDIES

BRUARY

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SUSQUEHANNA SES SITE

0310	NQAM
0315	Office Equipment
0330	Organization, General -
0335	Orientation
0345	Overtime
0350	Permits
0400	Personnel
0420	Photographs
0425	Planning & Scheduling
0435	Pollution Incident Prevention Report
0450	Preliminary Safety Analysis Report (PSAR)
0460	Procedures
0462	Procedures Manual (Project Procedures Manual only)
0465	Procurement
	a. Lead Time Reports
	b. Transmittal of Expediting Reports
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0467	Procurement Status
0470	Progress Reports
0475	Project Coordination Meeting
0477	Project Status Reports
0480	Publications
0484	Punch List
0485	Quality Assurance
0486	"Q" List
0487	Quality Control
0488	Quantity Tracking
0489	Registration (Engineer's)
0495	Rigging
0600	Safety/Security
0650	Schedules
0670	Shop Inspection
0700	Standards
0710	Startup
0720	Strike Reports
0730	Subcontracts
0735	Surplus Material
0760	Temporary Construction
0765	Training Program
0770	Trip Reports
0775	Vendor Surveys
0780	Water Sample Test
0785	Work Plans



BECHTEL CENTRAL FILE -SUSQUEHANNA SES SITE

EMC - (Engineering's memo to Construction) - Filed by "EMC no."

CME - (Construction's memos to Engineering) - Filed by the CME no. we give to it when logged in.

CMO - (Construction memo to others) - Filed by CMO no. we give when logged in.

CWO - (Construction Wiring Others) - Filed by CWO no. we give when logged in.

OMC - (Others memo to Construction) - Filed by OMC no.

OWC - (Others Wiring Construction) - Filed by OWC no.

EWG - (Engineering Wiring Construction) - Filed by EWG no.

CWE - (Construction Wiring Engineering) - Filed by CWE no. we give when logged in.

BCCLPC - (Bechtel Construction to PP&L) - Filed by BCCLPC no. we give to it when logged in.

PCLBC - (PP&L Construction to Bechtel Construction) - Filed by PCLBC no.

All purchase orders filed by P.O. number and then by date, except (MRR's) material received reports, which are filed by MRR no.

Twx coming in to us are filed in the Incoming twx file. The twx which are sent out go in the outgoing twx file. All by date.

Inccming and outgoing telecopies are also filed the same way.

All material that gets put on reading table is taken off the following day and filed in Reading File according to date.

PLB filed by PLB no.

BLP filed by BLP no.

BECHTEL CENTRAL FILE -

SUSQUEHANNA SES SITE

Subject files 0001 - 785

Alphabetical

BLG - filed by its BLG no. Bechtel to G.E.

↑

↓ M-1

EAG - G.E. to Bechtel By EAC no.

INDEX for GENERAL CORRESPONDENCE

<u>File #</u>	<u>Title</u>
170	Primary Containment Structural Modifications
260	Specification C-27 Correspondence
820	Q-Lists - Previous copy of NQA List
821-1	PL QA Program - General Correspondence
821-3	PP&L QA PROGRAM - Project Amendment. (Design Control Procedures)
822-1	CONTRACTORS QA PROGRAM - General Electric
822-2	BECHTEL QA PROGRAM - General Correspondence
	- Project Document Control List
	- Site QA Activity Reports
	- PL Review of Bechtel Controlled Documents/PSP - Project Special Provisions
	- QA Audit Schedules
	NQAM Correspondence
827	QUALITY ASSURANCE AUDITS - General Correspondence
840	ATOMIC ENERGY COMMISSION (NRC) - General Correspondence
840-1	CONSTRUCTION PERMIT APPLICATION - PSAR General Correspondence
840-2	- DRL QUESTIONS AND RESPONSES
840-4	AEC Monthly Inspection Summary Reports - (Latest Copy Only)
	AEC - Compliance Audits, Questions, Responses, Etc.
845	TEMP-OFF SITE STORAGE OF NSSS EQUIPMENT
873	CODE OF ACCOUNTS
874-2	COST CONTROL REPORTS - PL Scope Change Requests
877	MINUTES OF MEETINGS - General
878-4-2	CRITICAL ITEM ACTION REPORT (Latest Copy Only)
879	PROGRESS REPORTS (Latest Report Only)
887	MASTER INSPECTION PLANS (Latest Status Report Only)
898	CODES - ASME
900	PROJECT PROCEDURES (in general)
905	CONTRACTS - GE - NSSS
987	WEEKLY REPORTS - NOA Weekly Activity Reports

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BID EVALUATIONS

DESIGN ISSUE NOTIFICATIONS

DRAWINGS

MASTER INSPECTION PLANS

PURCHASE ORDERS

REQUISITIONS

SHOP INSPECTION REPORTS

SPECIFICATIONS

BECHTEL SPECIFICATIONS:

A Specifications

C Specifications

E Specifications

G Specifications

J Specifications

M Specifications

P Specifications

MAJOR DIVISION II

Liquid Penetrant-Magnetic Particle Test Report

Radiographic Evaluation Report

Field Welding and Welder Qualification Checkli

MAJOR DIVISION VI

AEC AUDITS

BECHTEL

GENERAL ELECTRIC

PP&L

Home Office

73-01

74-01

Site

74-02

74-03

74-04

74-05

74-06
74-07
74-08
74-09

75-01
75-02

BECHTEL AUDITS

BECHTEL

Home Office (Bechtel)
Management Audit (HO)
PQAE Audit (HO)
Site (Bechtel)
Management (Bechtel)
PQAE 1974
PQAE 1975
Vendors (in Alpha Order)

GENERAL ELECTRIC

Vendors

GENERAL ELECTRIC AUDITS

GENERAL ELECTRIC

Home Office
Site

PENNA POWER & LIGHT AUDITS

Vendors (in general)

BECHTEL

Home Office
Site
Vendors

General Electric

Home Office
Site
Radiographs

PP&L INTERNAL

Home Office
Site

Construction
Quality Assurance

THIRD PARTY AUDITS

PL QUALITY ASSURANCE

Page 3

CONTRACTS

PL DOCUMENT REVIEW

BECHTEL
GENERAL ELECTRIC
PL INTERNAL

QA PROGRAM

BECHTEL QA PROGRAM

Field Change Requests
Management Corrective Action
Reports
Non Conformance Reports
Quality Action Requests

PP&L QA PROGRAM

Condition Reports
QA Council
Reportable IncidentsRPV Reheat Fail
Steam Separator

QA REPORTS

Monthly QA Reports (Site)
Monthly QA Reports (H.O.)

SURVEILLANCES

Filed by Form Numbers

TRAINING & INDOCTRINATION

ENGINEERING PERSONNEL

MAJOR DIVISION VIII

SPARE PARTS

Spare Parts

PL QUALITY ASSURANCE

Date File - All issuance from site Q.A. by date

Deficiency Reports - Open, In-Process & Closed Radio Graphs

PL FUELS DEPARTMENT

NUCLEAR FUEL

Fuel Contracts

Topical Reports (fuel procurement plans, fuel use)

Correspondence (Internal & External)

PL GENERAL ACCOUNTING

Journal Entry (JE 390)

Vouchers

Retention Ledger

Lease Agreements

Contract Briefs

PL AUDITING

Audit Reports

Audit W/P's

PL PURCHASING

Copies of all P.O.'s placed by Bechtel

PP&L - Lease P.O. - (Prulease)

PL QUALITY ASSURANCE

Drawer #1

MICROFICH FILE - SUSQUEHANNA SES SITE

D I V I S I O N I

Design Issue Notifications

Drawings

Bechtel A - E

Drawer #2

Drawings (Cont'd)

Bechtel M - VC

Bechtel Vendors A - C53

Drawer #3

Drawings (Cont'd)

Bechtel Vendors C60 - J



PL QUALITY ASSURANCE

Drawer #4

MICROFICH FILE - SUSQUEHANNA SES SITE

Drawings (Cont'd)

Bechtel Vendors M - P14

Drawer #5

Drawings (Cont'd)

Bechtel Vendors P15 -

GE

Drawer #6

Drawings (Cont'd)

GE Vendors

PL QUALITY ASSURANCE

Drawer #7

MICROFICH FILE - SUSQUEHANNA SES SITE

GE Parts List

Master Inspection Plans (MIP)

Bechtel

Material Requisitions (MR)

Purchase Orders (PO)

Bechtel

GE

Shop Inspection Reports (SIR)

Bechtel

GE

PL

Drawer #8

Specifications

Bechtel

GE

Subcontracts

DIVISION II

GE Record Binders (MPL's)

PL QUALITY ASSURANCE

Drawer #9

MICROFICH FILE - SUSQUEHANNA SES SITED I V I S I O N I I I

Audits

Bechtel Audit:

Home Office

EWRO

Management

POAE

Site

Management

POAE

Bechtel Vendors

GE Vendors

GE Audit:

Vendors

NRC Audit:

Bechtel

GE

PL (By NRC Inspection Number)

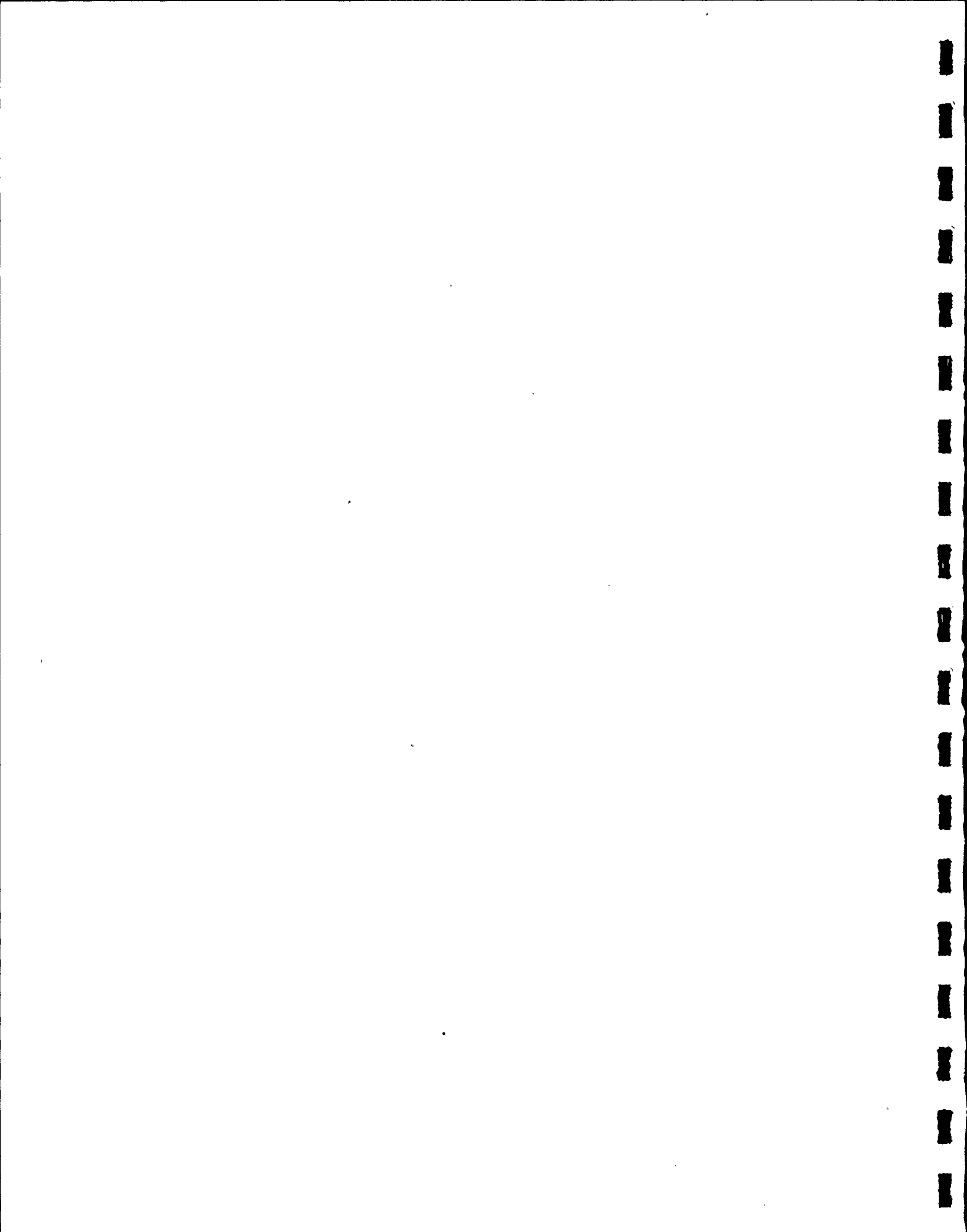
PL Audit:

Bechtel

Home Office

Site

Cont'd on next page



PL QUALITY ASSURANCE

Drawer #9 (Cont'd)

MICROFICH FILE - SUSQUEHANNA SES SITEPL Audit: (Cont'd)

Bechtel

Vendors

Vendor QA Manuals

Vendor - Site

GE

Home Office

Radiographs

Site

Vendors

Vendors - Site

Internal

Home Office

Site

Third Party Audits

Codes & Standards

N-Stamp

Pennsylvania State Requirements

Contracts

PL - Bechtel

PL - GE

Document Reviews

Bechtel Review PL

PL Review Bechtel

Design Drawings

PL QUALITY ASSURANCE

EXHIBIT E

MICROFICH FILE - SUSQUEHANNA SES SITE

Drawer #10

PL Review Bechtel (Cont'd)

Design Documents

Procedures

PL Review GE

Miscellaneous

Packages

Specifications

PL Review Internal

QA Program

Bechtel

General Correspondence (BLP's)

MCAR's

GE

General Correspondence

PL

Deficiency Reports

General Correspondence (PLB's)

Licensing

QA Council

QA Manual Master Copy

QA Manual Request for Procedures

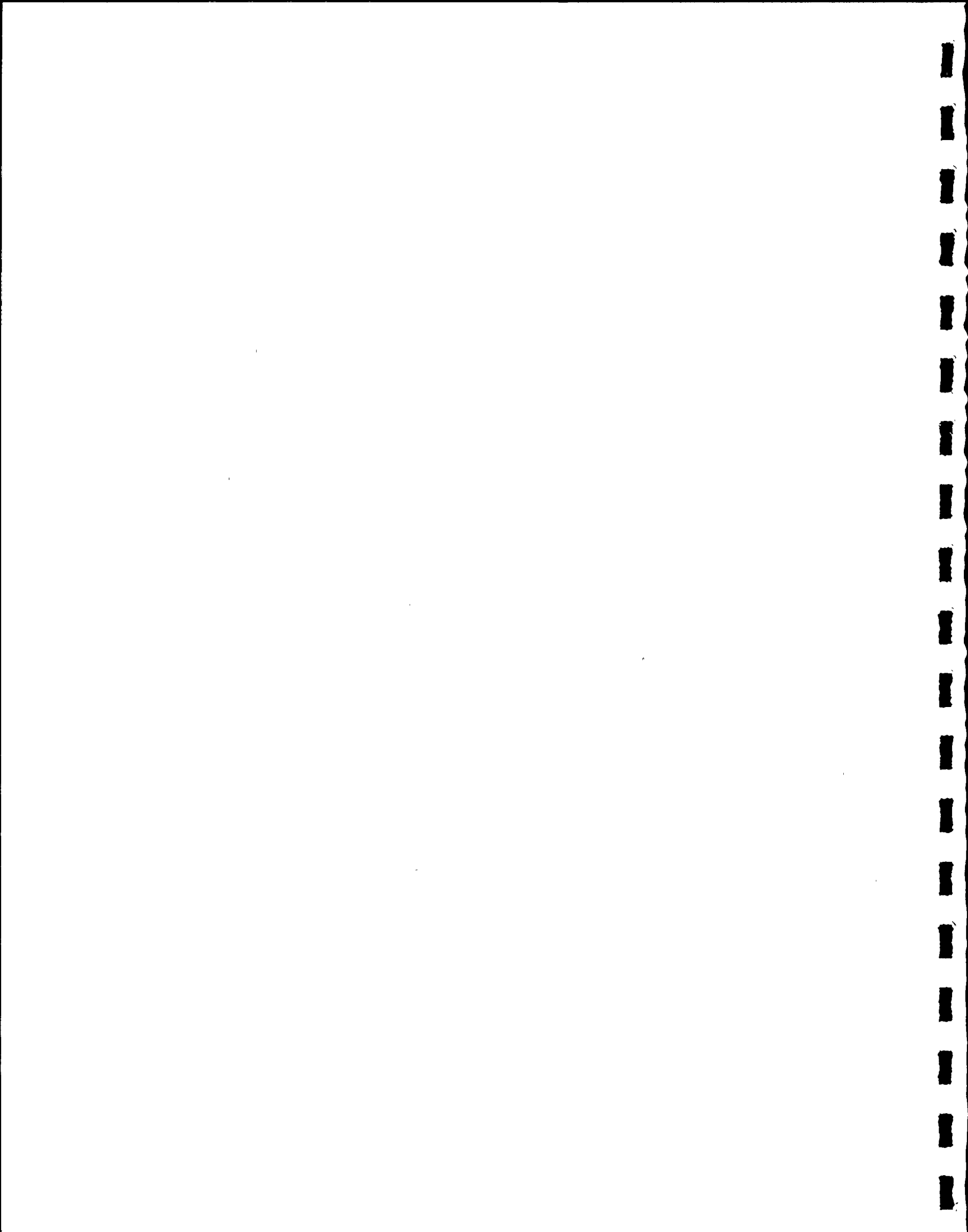
QA Program Master Copy

Site Procedures

Construction

RPV Storage

Cont'd on next page



PL QUALITY ASSURANCE

Drawer #10 (Cont'd)

MICROFICH FILE - SUSQUEHANNA SES SITE

QA Reports

Corrective Action

Monthly Reports

RPV Storage

General Correspondence

Initial Receiving Inspection

Monthly Inspections

Turnover Inspections

Unloading Inspections

Weekly Inspections

Training & Indoctrination

Auditor Training - General Correspondence

Bechtel QC Training

Construction Department

Formal Training Sessions

General Correspondence

Microfilm Training

QA Personnel

D I V I S I O N VII

Nuclear Fuel

General Correspondence

Audits

D I V I S I O N VIII

In-Service Inspection

PL ENGINEERING ACCOUNTING

Bechtel Home Office Bills

Copies of Contracts

PL PLANT ACCOUNTINGDESCRIPTIONSERS

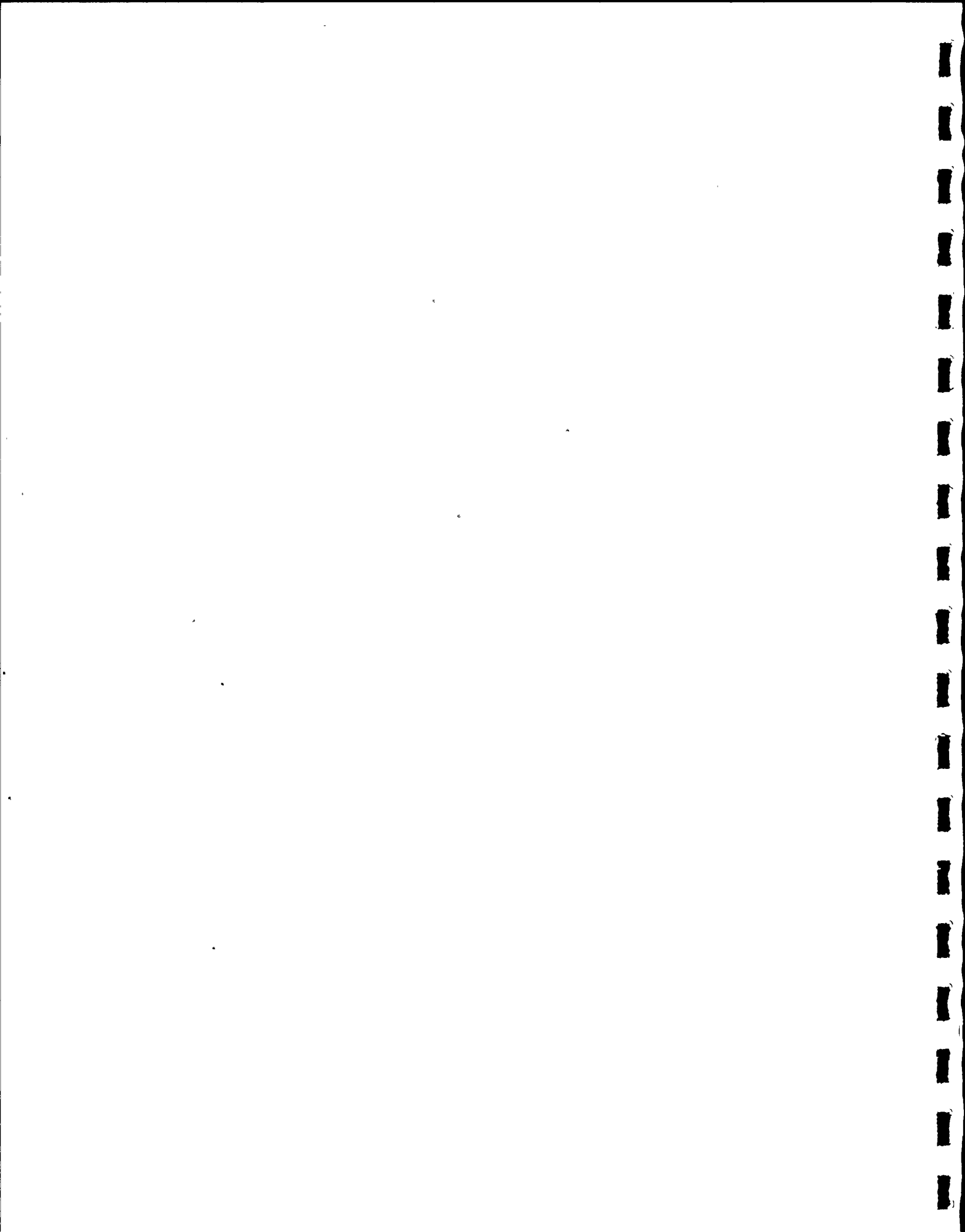
100312	Luz Co. - Susq. SES Purchase Site
100411	Susquehanna General Station site
100450	Susquehanna SES - Unit No. 1
100508	Susquehanna SES - Unit No. 2
108001	Susquehanna Nuclear Fuel #1
108002	Susquehanna Nuclear Fuel #1
109013	Land held for future use
109014	Land held for future use
203004	Sale of R-of-Way
205004	Sale of R-of-Way
280265	Susquehanna Gen. Site - Inst. 12 KV Fac
601059	Meteorological Installation
601092	Susquehanna Meteorological Sys. Modernization

Note: This list is subject to change.

PL INSURANCE DEPARTMENT

Two (2) policies contain all insurance coverage provided by PP&L:

1. Builders Risk Policy
2. Wrap-Up Owner Provided Insurance
(Written in Bechtel's Name)



BECHTEL COST REPORTS - SUSQUEHANNA SES SITE

CERES - Cost & Commitment Summary Report
 Purchase Order & Subcontract Report
 Cost Ledger Summary
 Cost & Commitment Report
 Cost & Commitment Detail Report Plant Equipment
 Cost & Commitment Detail Report Subcontract

Transaction

Register- Cost & Commitment Transaction Register

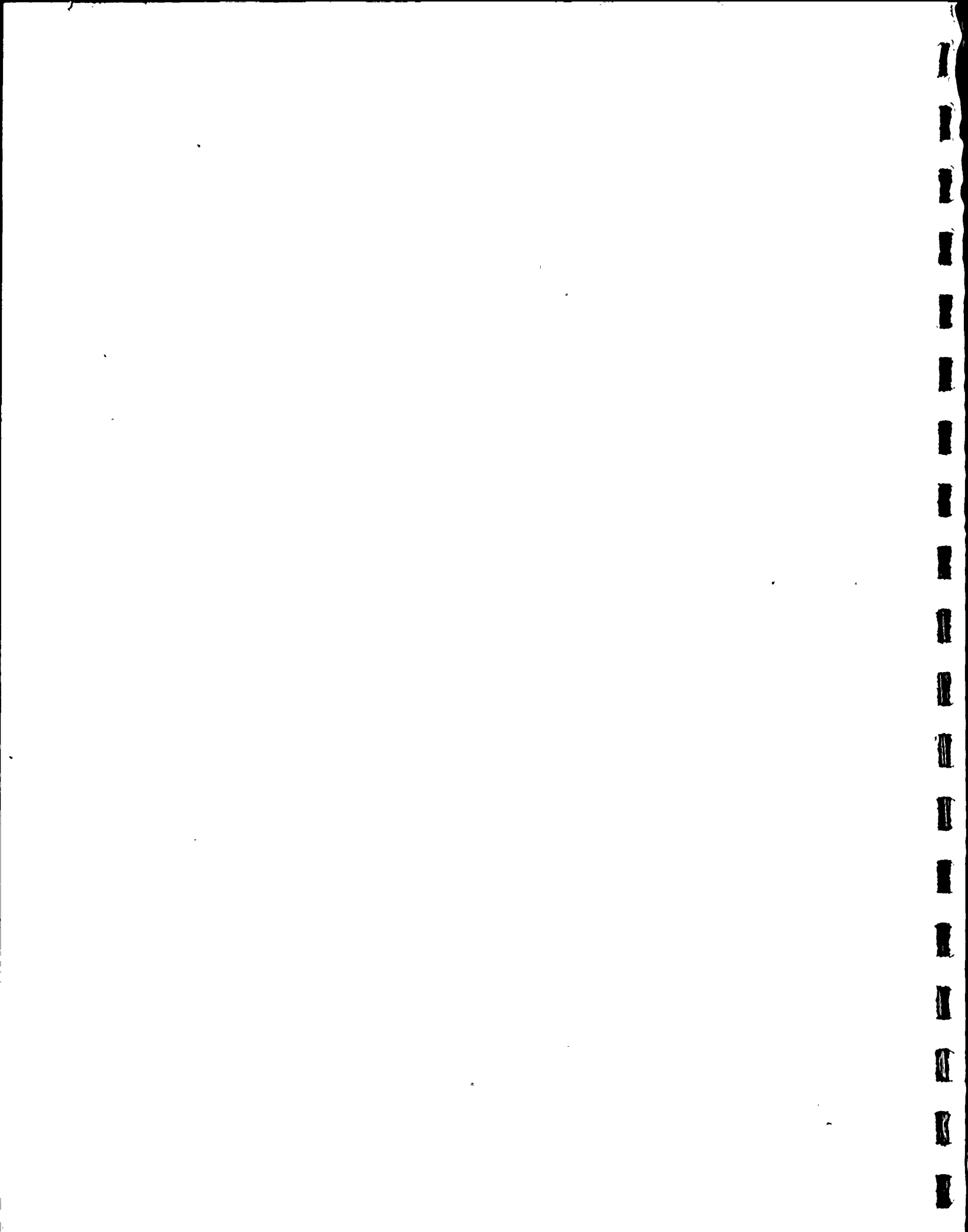
Labor

Ledger - Labor Distribution Transactions
 Labor Hours by Craft
 Weekly Focus Code Report
 Labor Ledger - Full - (Cumulative Changes to Acct.)
 Labor Dollar Spread Sheet
 Labor Master File Listing

FOCUS - Forecast Control & Updating System

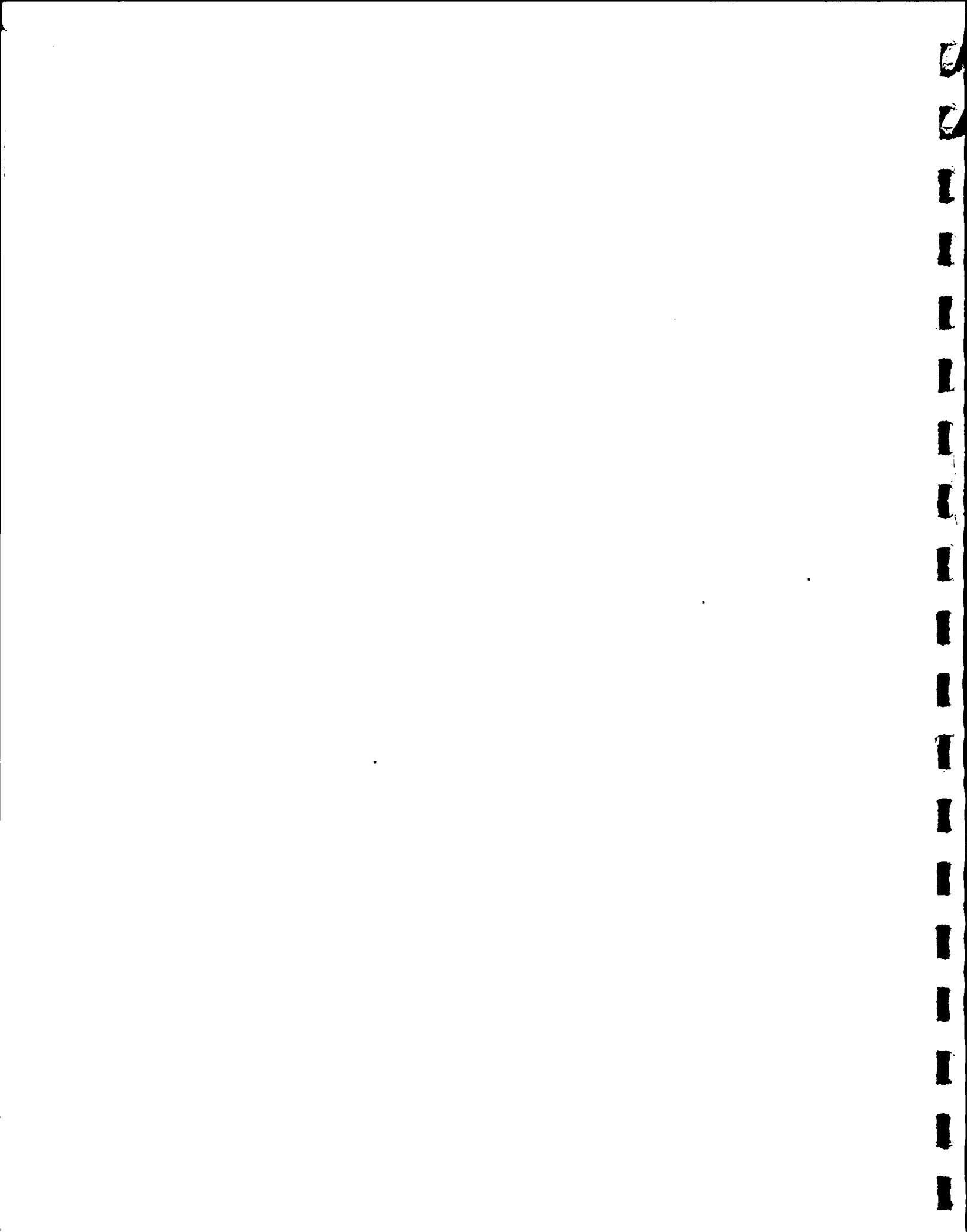
FILES MAINTAINED BY BECHTEL PROCUREMENT -SUSQUEHANNA SES SITE

PO Numerical File & Vendor file
 SF PO Numerical File & Vendor file
 PL Numerical File & Vendor file
 Fiels S.C. Numerical File & Vendor file
 SF S.C. Numerical File & Vendor file
 Field Material Requisition Log
 Field Material Requisition File
 Field PO Register
 Field S.C. Register
 Bid Request Register
 CS&D Report Register
 Shipping Notice Register
 Rail Car Register
 SF P.O. Register
 Outside Rental Register
 Client Owned Equipment Register
 Visitors Log (salesmen)
 Warehouse access register (any non-employees sign in)
 Daily Field Receiving Log



BECHTEL DOCUMENT CONTROL PRINT AND PRINT ROOM -SUSQUEHANNA SES SITE

<u>File Title</u>	<u>File Order</u>
<u>Flat Files</u> - Bechtel Design	Bechtel Dwg. No.
- Field Vendor Design	Bechtel Dwg. No. Vendor Dwg. No.
- Isometric Design	Bechtel Dwg. No.
<u>Binders</u> - Active Draw Change Notice Log	Draw Change Notice #
- Void Draw Change Notice Log	Draw Change Notice #
- Active Field Change Request Log	Field Change Request #
- Void Field Change Request Log	Field Change Request #
- Draw Change Notice Stick File Register	Stick File #
- Disapproved Field Change Request	Field Change Request #
- FCT Log	FCT #
- Field Procedure	F. R. #
- Active Audits	Audit (S.F.) #
- Void Audits	Audit (S.F.) #
- Master Audit	S.F. #
- Stick File Register	Date
- Master Document Cntrl.	S.F.H.O. Bechtel Bechtel Dwg. #
- Master Document Cntrl.	Isometric Bechtel Dwg. #
- Master Document Cntrl.	Spool Bechtel Dwg. #
- Master Document Cntrl.	Piping Bechtel Dwg. #



BECHTEL DOCUMENT CONTROL PRINT AND PRINT ROOM -SUSQUEHANNA SES SITEBinders (cont'd)

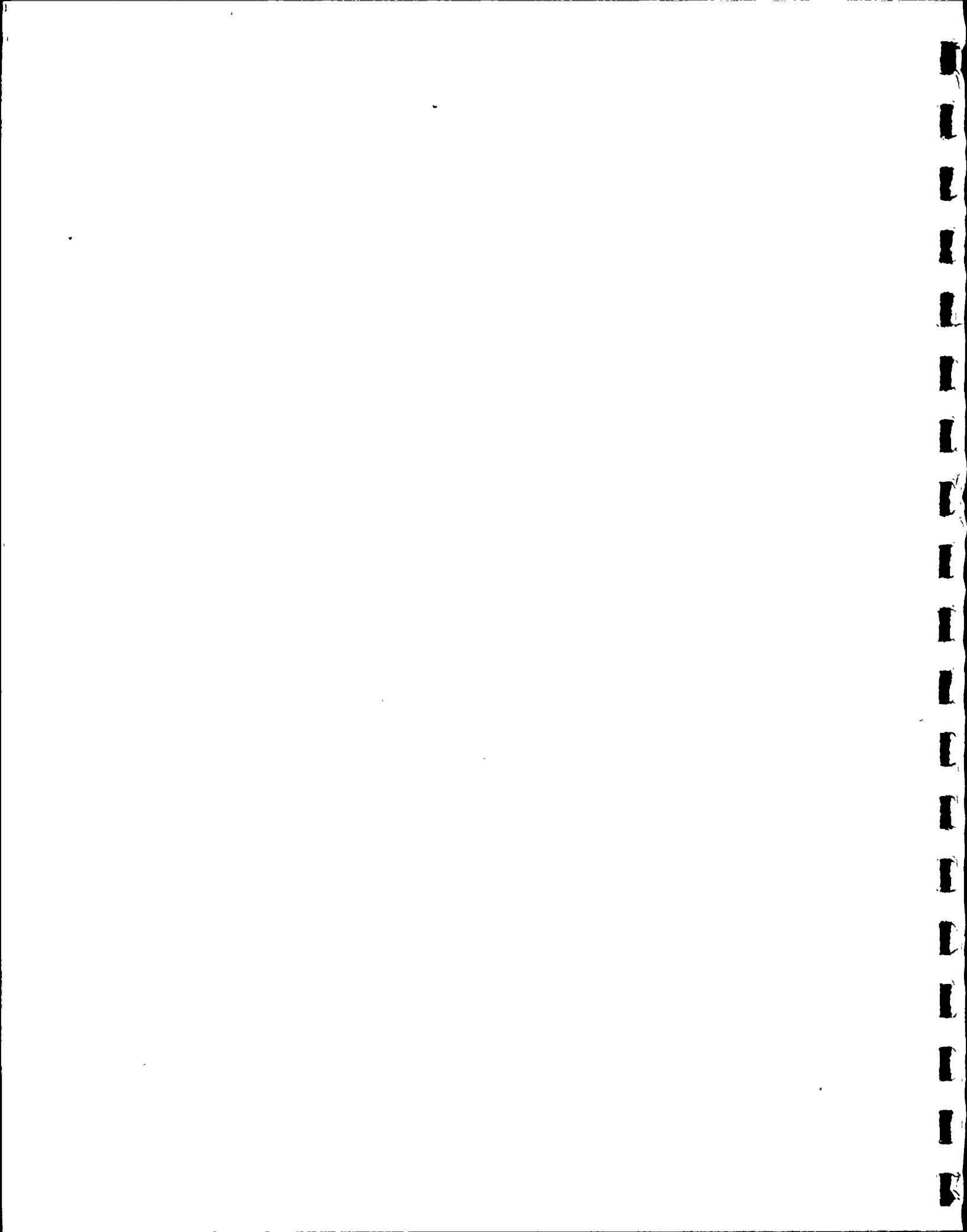
- Master Document Control	Specifications Bechtel Dwg. #
- Master Document Control	Field Vendors Bechtel Dwg. #
- Master Document Control	S.F.H.O. Vendors Bechtel Dwg. #
- Document Transmittals Off-Site	Transmittal #
- Document Transmittals Site	Transmittal #
- Instrument Index	Bechtel # Order
- Welding Procedures & Studs.	Bechtel # Order
- Drawing Control Register	Bechtel # Field
- Drawing Control Register.	Bechtel # S.F.H.O.
- Equipment Listings	Contract #

Microfilm Cabinet File

- Bechtel Design Dwgs.	Bechtel Dwg. #
- Isometric Design Dwgs.	Bechtel Dwg. #
- S.F.H.O. Vendor Design Dwgs.	Bechtel Dwg. #
- I.T.T. Grinnell Spool Dwgs.	Bechtel Dwg. #
- Texas Pipe Spool Dwgs.	Bechtel Dwg. #
- S.F. Vendor Design Dwgs.	Bechtel Dwg. #
- S.F. Vendor Design Specifications	Bechtel Dwg. #
- S.F. Vendor Distribution Cards	Bechtel Dwg. #
- Field Vendor Distribution Cards	Bechtel Dwg. #
- S.F. Bechtel Distribution Cards	Bechtel Dwg. #
- Hanger Design Dwgs.	Bechtel Dwg. #

BECHTEL QUALITY ASSURANCE -SUSQUEHANNA SES SITEGENERAL CATEGORIES.

- 1.0 PROGRAMS & ORGANIZATION
- 2.0 GENERAL CORRESPONDENCE - ORIGINATOR
- 3.0 AUDITS, PERFORMED BY
- 4.0 REPORTS
- 5.0 REGISTERS & LISTS
- 6.0 LIBRARY ITEMS - Reference Books
- 7.0 DOCUMENTS FILED IN FIRE PROOF CABINETS (Log)
- 8.0 REQUISITIONS AND MRRs
- 9.0 REVIEW OF PROCEDURES (PSPs, etc.)



SUSQUEHANNA SES SITE

FILING INDEX

1.0 PROGRAMS AND ORGANIZATION

1.1 QA Activity and Work Plan (obsolete)

1.1.1 QA Quarterly Audit Schedule (Monitoring)

1.1.2 QA Master Audit Plan and Schedule

1.2 QAE Training

1.3 Organization Charts

1.4 Field Procedures

1.5 Milestone Schedule

1.6 Project Roster

1.7 Field QC Info

1.8 NSSS Info

1.9 QA Vacation Schedule

1.10 Miscellaneous Info

1.11 Memos from Steve Bechtel

1.12 NQAM Correspondence

2.0 CORRESPONDENCE

2.1 General Correspondence

2.2 Bechtel SFHO

2.2.1 Project Management, Muir

2.2.2 Project Const. Mgr., Carskadon

2.2.3 VIP's

2.2.4 Project QA Mgr., Gibbons

2.2.5 Project Engineer, Lidl

2.2.6 Project QAE, Plutchak / 2.2.6.1 Info Flyers & News Letters

2.2.7 Project Chief Field QC Engr., Johnson

2.2.8 Project QAE, Lilligh

2.2.8.0 Lilligh to GE

2.3 Bechtel Field

2.3.1 Field Const. Mgr., Felton

2.3.2 Field QCE, Tice

2.4 General Electric

2.4.1 RPV Correspondence



BECHTEL QUALITY ASSURANCESUSQUEHANNA SES SITE

Page 2
Filing Index

- 2.5 PP&L
 - 2.5.1 Project QA, Sabol
 - 2.5.2 Field QA, Green
 - 2.5.3 Construction, Harris
- 2.5.4 Client Comments
- 2.6 NRC CORRESPONDENCE
- 2.7 STARTUP CORRESPONDENCE
- 2.8 BQAM CORRESPONDENCE

3.0 AUDITS

Audit Schedule (No Number)

- 3.1 NRC Audit
- 3.2 External Audit
- 3.3 Internal Audit
- 3.4 Management Audit
- 3.5 PP&L Audits
- 3.6 Project Field Audits
- 3.7 Bechtel Audits of General Electric/3.7.1 GE/PP&L Audit of CB
- 3.8 Project Audits - SFHO
- 3.9 Pre-ASME Audit Report
- 3.10 ASME Finalization Reports
- 3.11 ASME Audits

3.1.1 OTHER JOB SITE NRC AUDITS

4.0 REPORTS

- 4.1 MCAR's
- 4.2 NCR's
- 4.3 SF Activity Report
- 4.4 Field Input of QA Activity
- 4.5 Progress Report 4.5.1 Field QA Status Report (Quarterly)
- 4.6 Construction Weekly Progress Report
- 4.7 Closed Out - Deficiency Reports, PP&L
- 4.8 Closed Out - Quality Action Requests

5.0 REGISTERS AND LISTS

- 5.1 Procurement Status Report (PSR)
- 5.2 "Q" List / 5.2.1 Product Assurance Requisitions List
- 5.3 Requisition, Specification, and Addendum Register
- 5.4 QA Open Item Action List (SFHO)

6.0 LIBRARY ITEMS - Reference Books

7.0 DOCUMENTS FILED IN FIREPROOF CABINETS (LOGS)

8.0 MATERIAL REQUISITIONED

8.1 MATERIAL RECEIVED



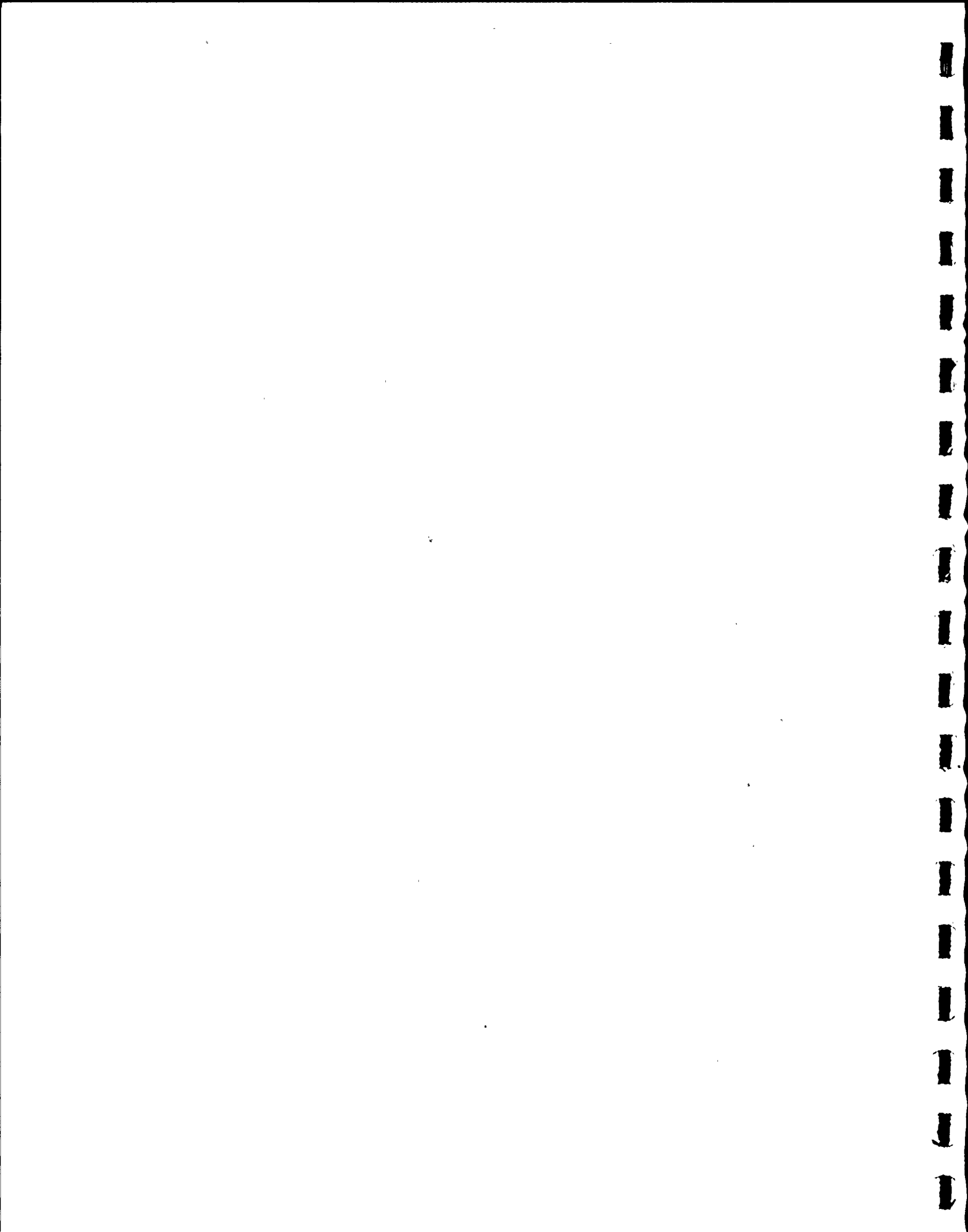
9.0 REVIEW OF PROCEDURES

9.1 Review of PSPs



BECHTEL FINANCE & ACCOUNTING SUSQUEHANNA SES SITE

Closed P.O. file
Open P.O. file
P.O. awaiting payment
Check copies (by vendor)
Active Invoice file
S.F. Contract file
Monthly Cost Transaction Register
Cumulative Cost Ledger (CERES Report)
Reconcilement of Computer Cost Run to General Ledger
FPC Report (computer run)
FPC summary report
Check Request Listing
Check Reconciliation Report:
 Cash Disbursements
 General Ledger Distribution
 Cost Transactions
Monthly Engineering General Ledger Distribution
Labor Ledger
Cost Ledger Input (Sub Contract of Material Cost & Commitment Ledger)
Check Log - (Batching log for computer input control)
Numerical Job Reimbursement Costs File - Pink copy of checks only)
Alpa file of Job Reimbursement Costs File - with back-up
Statement of Cost folder
Unilateral Cost folder
Freight Bills in excess of \$50.00
Interoffice Billings
Advance Funding Requests for Bechtel & Home Office
Fee Billing
Fuel Usage
Bank Deposits
Payroll Folders
Sales & Use Tax
Vehicle Insurance
Journal Vouchers
Transmittal of FICA & Fed. Income Tax Withholding
State Withholding
Copies of checks to Unions w/ Report of Union Members Payroll attached
Sales Register
Cash Receipts Register
Union Fringe Ledger
Refundable Deposits
Check Register
Payroll Register
Payment Request Register
Dummy Payment Requests (used for transfer of cost without checks)
Monthly Payroll Summary
Check Register (for payroll only)
Maryland State Tax Withholding (2 employees from Maryland)
Checks (manual written & computer)
Employment Notices
Foreman's Timesheets

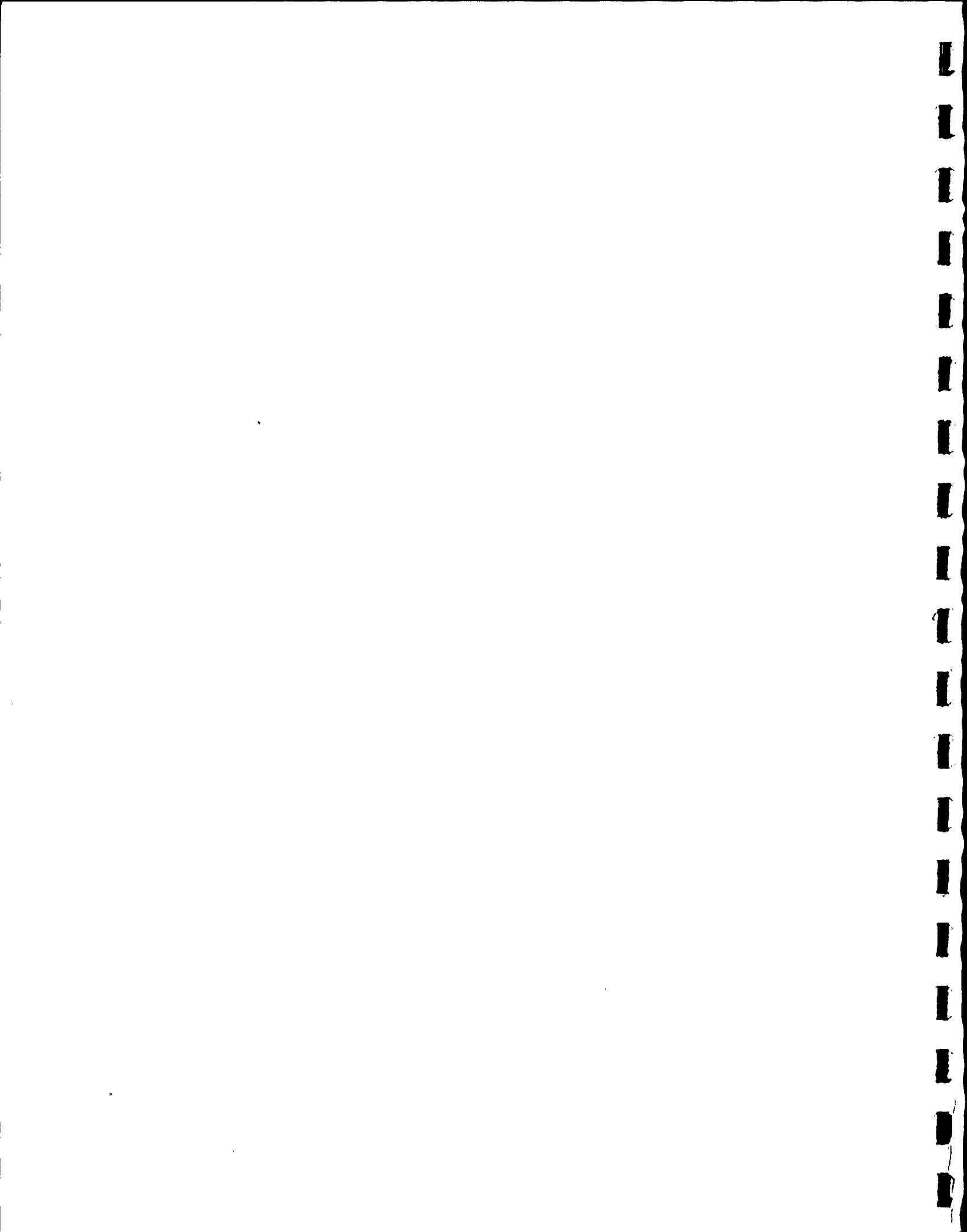


BECHTEL FINANCE & ACCOUNTING SUSQUEHANNA SES SITE

Non-Manual Timecards
Union Fringe
Earned Income Tax (Local)
Occupational Privilege Tax (OPT)
Employee Payroll Files
Copies of Expense Reports
Equipment (Office services - typewriters, calculators, files & other Office Equipment)
Employment Notice (Manual)
Terminations (Manual)
Overtime Requests (Authorizations)
New Hires (Manual Manpower Requests)
Gate Logs
Field Check Logs
Force Reports
Subcontractor Gate Log (Fall 1975 - Present)

BECHTEL CENTRAL FILESUSQUEHANNA SES SITEALPHABETICAL FILE (0 - 799)

0001	Index
0020	Accounting, General
0030	ASME Authorizations
0035	Atomic Energy Commission Info
0040	Audits (who they are performed by)
	a. Bechtel Q.A. d. AEC
	b. Bechtel Q.C. e. Bechtel Mgmt.
	c. PP&L Q.A. f. MF & QCS Audits
0045	Backcharge
0050	Bidder's List
0075	Cash Flow
0084	Climatological Data
0090	Commonwealth of Pennsylvania
0095	Complaints
0097	Concrete Control
0100	Computer
0102	Construction Equipment
0105	Construction Methods Bulletins
0110	Construction Services
0120	Consultants
0130	Contract, Client/Bechtel
0148	Cost
0150	Cost Code
0152	Cost Trending
0155	Critical Items List
0158	Data Base System
0170	Design Criteria, General
0180	Document Control
0185	Easements & Right-of-Way
0188	Environmental Report
0190	Equipment List
0192	Erie-Lackawanna Railroad
0195	Erosion Control
0217	Fire Protection
0222	Forms
0224	Geology
0225	Heckle Sheet
0227	Historical Cost Report
0230	Inspection Plans
0235	Instrumentation
0240	Insurance
0260	Management Memos
	a. From SD Bechtel
	b. Others
0270	Manpower Requirements
0275	MF & QCS
0280	Meetings
0290	Miscellaneous Correspondence
0300	Models
0305	Monthly Management Meetings





TWO NORTH NINTH STREET, ALLENTOWN, PA. 18101 PHONE: (215) 821-5151

OTHER FILES WHICH MAY PERTAIN
TO THE SUSQUEHANNA SES PROJECT

Other files which may pertain to the Susquehanna Project
are maintained by the following Departments of PL:

President
Financial Department
Human Resource & Development
System Power & Engineering
Division Operations



INSURANCE PURCHASED BY PL

I. Coverage During Construction

(a) All Risk Builder's Risk

- 1) \$50,000,000 Limit of Liability
- 2) \$50,000 Deductible per loss except Transit
- 3) \$ 5,000 Deductible per Transit Loss

(b) Comprehensive General Liability Primary

- 1) \$1,000,000 Limit of Liability for Bodily Injury
- 2) \$ 500,000 Limit of Liability for Property Damage
- 3) Coverage written on a per Defendant per Occurrence basis
- 4) Cross suits between Defendants covered
- 5) Completed Operations included

(c) Comprehensive General Liability Excess

- 1) \$25,000,000 Combined Single Limit per Occurrence
- 2) \$25,000,000 Policy aggregate
- 3) Following Form to Primary Policy
- 4) Retained Limit \$10,000 (on losses not covered by that policy listed on subpart (b) hereof)

(d) Workmen's Compensation

- 1) \$500,000 Employer's Liability Limit of Liability

II. Coverage During Operation

(a) Nuclear Public Liability with Nuclear Energy Liability Insurance Association in amounts as required under the Atomic Energy Act of 1954, as amended.

(b) Price-Anderson Federal Nuclear Indemnity Coverage as provided for in Section 170 of the Atomic Energy Act of 1954, as amended.

ELEPHANT

- (c) Nuclear Facility Property Insurance in amounts consistent with industry practices with Nuclear Energy Property Insurance Association or Nuclear Mutual Limited or other qualified insurer.
- (d) Worker's Compensation on all PL employees working at Susquehanna SES.
- (e) Bodily Injury and Property Damage Coverage consistent with mandatory insurance requirements of the Commonwealth of Pennsylvania on all PL licensed vehicles used at the Susquehanna SES site.



INSURANCE TO BE PURCHASED BY AE

1. Bodily Injury and Property Damage Coverage consistent with mandatory insurance requirements of the Commonwealth of Pennsylvania on all AE's licensed, borrowed, owned, rented, or leased vehicles used at Susquehanna.
2. Worker's Compensation for all AE employees working or otherwise present at Susquehanna.



ENVIRONMENTAL ARTICLE
PARTICIPATION AGREEMENT
SUSQUEHANNA PARTICIPATION PACKAGE

1. PL is from time to time out of environmental compliance with respect to Cooling Tower Blowdown.
2. The following is a list of non-compliance situations reported, as required, to the appropriate regulatory agency.

Reported to EPA -	3/15/76	- Erosion Control Basin C-1 exceeded total suspended solids limit.
Reported to EPA	3/76	- Sewage Treatment Plant effluent average total suspended solids exceeded the monthly limit.
Reported to EPA	3/76	- Sewage Treatment Plant effluent average 5-day BOD exceeded the weekly and monthly limits.
Reported to EPA	4/76	- Sewage Treatment Plant effluent average 5-day BOD exceeded the weekly and monthly limits.
Reported to EPA	6/76	- Sewage Treatment plant effluent average fecal coliform concentration exceeded the weekly and monthly limits.
Reported to EPA	7/76	- Sewage Treatment Plant effluent average total suspended solids exceeded the weekly and monthly limits.
Reported to EPA	8/76	- Sewage Treatment Plant effluent average 5-day BOD exceeded the weekly and monthly limits.
Reported to EPA	8/76	- Sewage Treatment Plant effluent average fecal coliform concentration exceeded the weekly and monthly limits.
Reported to EPA	10/76	- Sewage Treatment Plant effluent average fecal coliform concentration exceeded the weekly and monthly limits.
Reported to EPA	11/76	- Sewage Treatment Plant effluent average fecal coliform concentration exceeded the weekly and monthly limits.



- Reported to EPA - 11/76 - Sewage Treatment Plant effluent average total suspended solids exceeded the monthly limit.
- Reported to EPA 11/76 - Sewage Treatment Plant effluent average 5-day BOD exceeded the weekly and monthly limits.
- Reported to EPA 12/21/76 - Erosion Control Basin C-1 exceeded the maximum total suspended solids limit.
- Reported to EPA 1/25/77 - Sewage Treatment Plant effluent total suspended solids exceeded the weekly limit.



OFF-SITE FACILITIES

(1) An Air-Monitoring Station (No. 7H1) located on the roof of the North Building of the Pennsylvania Power & Light Company General Office at Two North Ninth Street, Allentown, Pennsylvania, Lehigh County.

(2) An Air-Monitoring Station (No. 12E1) located on land leased from the Berwick Hospital, Briar Creek Township, Columbia County, Pennsylvania, at 701 East 16th Street, Berwick, Pennsylvania 18603.

(3) An Air-Monitoring Station (No. 3D1) located at R. D. #2, Wapwallopen, Pennsylvania, on land leased from the Pond Hill Lily Lake Fire Company, Village of Pond Hill, Luzerne County, Pennsylvania.

(4) An Air-Monitoring Station (No. 4S1) at the Ichthyological Associates Company located at R. D. #1, Berwick, Pennsylvania 18603.

(5) An Air-Monitoring Station (No. 1D1) located at Mocanagua, Pennsylvania, at the following coordinates: N 1° 30' E, 45 ft.; N 88° 26' W, 25 ft.; N 1° 34' E, 225 ft.; N 4° 4' E, 110 ft.; N 88° 26' W, 25 ft. more or less; S 69° 19' E, 120 ft.

(6) Equipment, supplies and materials currently being constructed by various entities in various places, which equipment, supplies and materials will be used on the Susquehanna plant site.

(7) Uranium Oxide and Uranium Hexafluoride owned by PL located in the custody of Lucius Pitkin, Inc. and Allied Chemical Nuclear Products Division, both at Metropolis, Illinois.

(8) Uranium Hexafluoride owned by PL located at U.S. Energy Research and Development Administration at Oak Ridge, Tennessee.

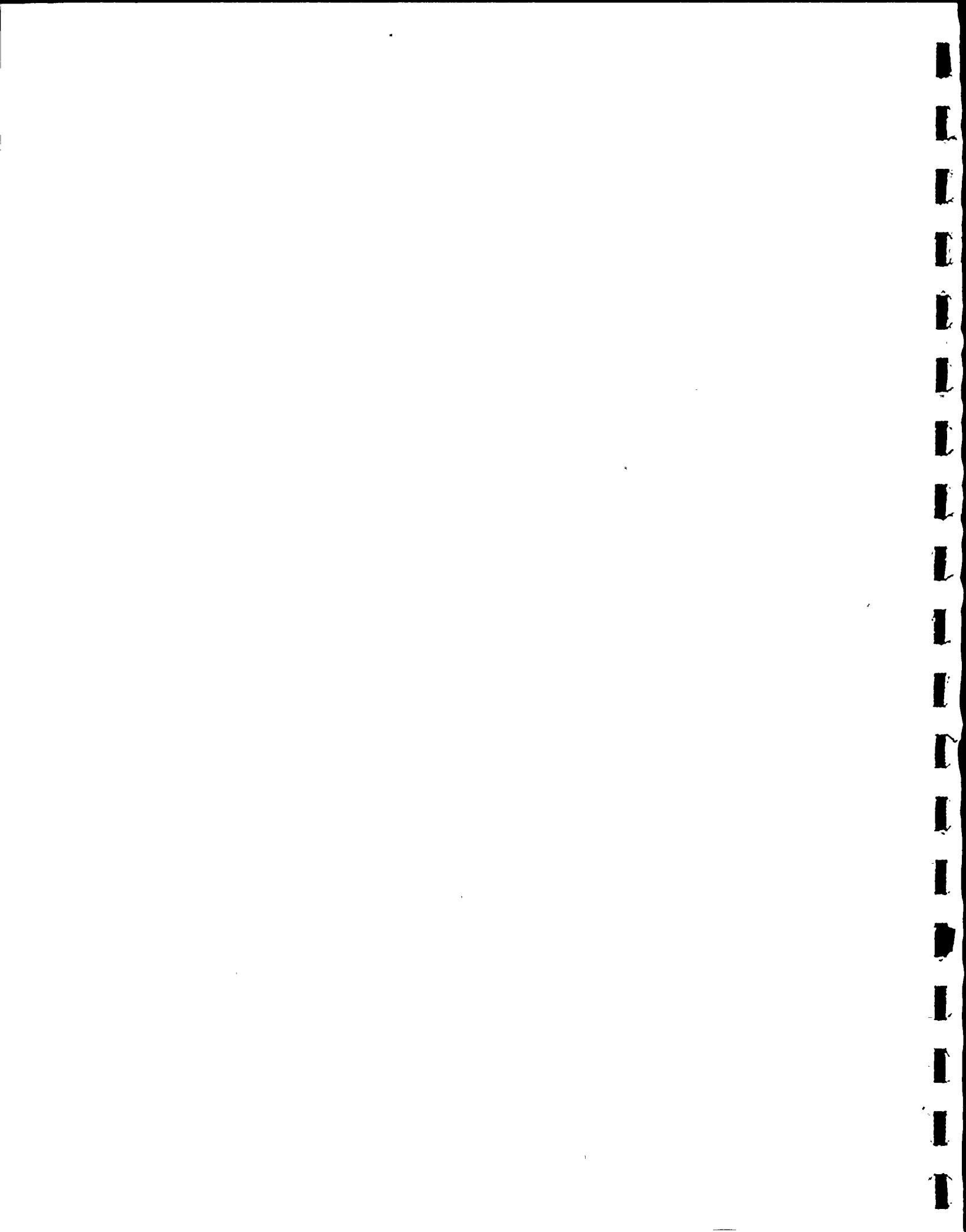


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BUY AMERICAN CERTIFICATION

In PL's best judgement, at least 10%, in cost of all unmanufactured articles, materials and supplies provided or to be provided by Bechtel, as agents for PL, in connection with Susquehanna, shall have been mined or produced in the United States.

Furthermore, in PL's best judgement at least 10%, in cost, of manufactured articles, materials and supplies provided or to be provided by Bechtel, as agents for PL, in connection with Susquehanna, shall have been manufactured in the United States substantially all from articles, materials or supplies mined, produced or manufactured as the case may be, in the United States.



OMITTED

RIGHTS AND INTERESTS IN PROPERTY INCLUDED IN
SUSQUEHANNA PROJECT, SUSQUEHANNA ADDITIONS AND SUSQUEHANNA

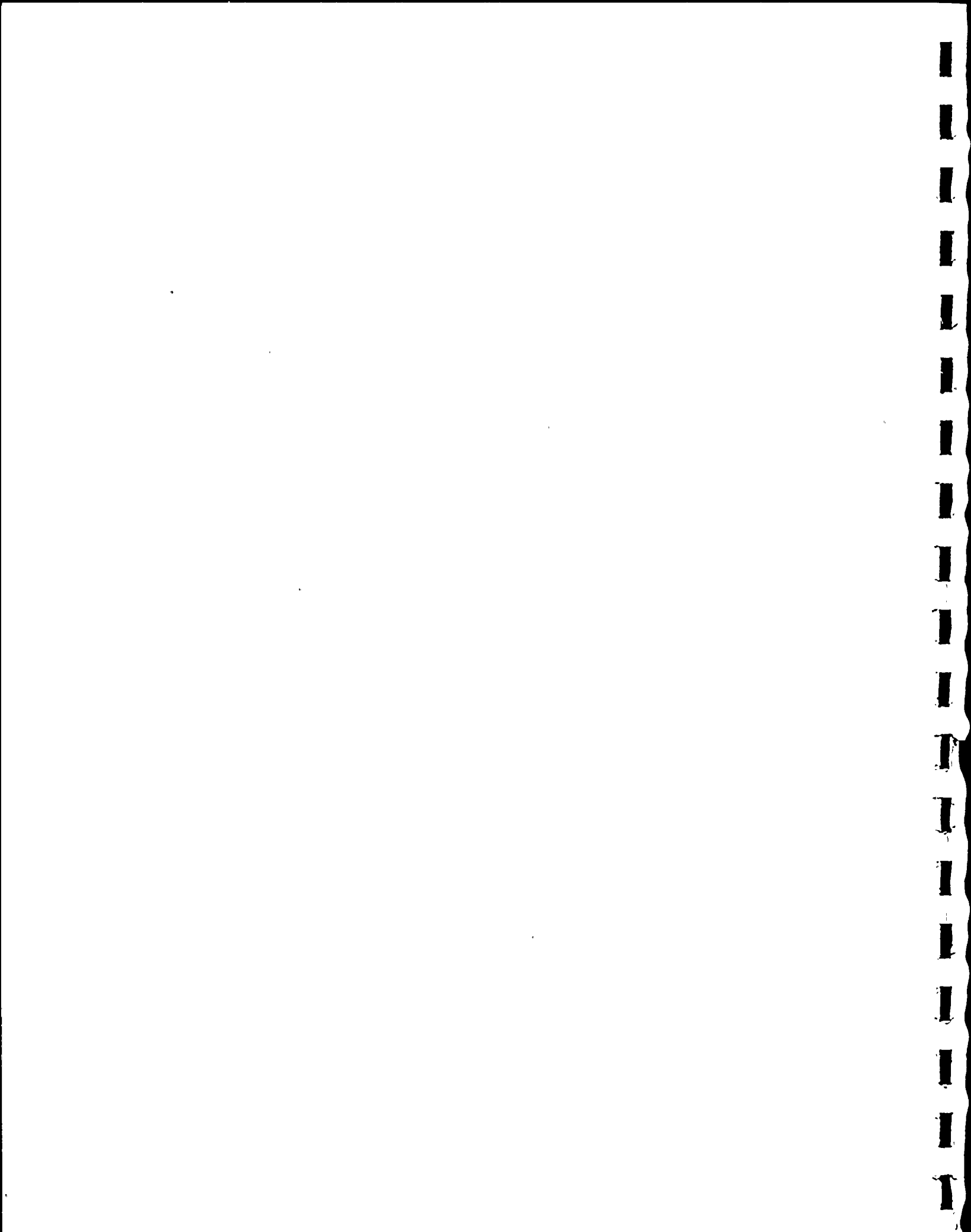
1. The land rights described in Exhibit A and land rights as may be acquired for Susquehanna Additions and Susquehanna, as the case may be, Subsequent to Closing.

2. Susquehanna Unit #1 and Susquehanna Unit #2, located in Luzerne County, Pennsylvania, including but not limited to the boiling water nuclear power reactors, steam turbine generators and buildings, including all common facilities required for the operation and maintenance of the two units, and all advance payments made for any item in respect of Susquehanna Project, Susquehanna Additions and Susquehanna as the case may be, but shall include no transmission facilities.

3. Inventories of material, supplies, fuel (including nuclear fuel and nuclear fuel leases), tools, equipment, and facilities and other items specifically designated for use in connection with the construction and operation of Susquehanna Project, Susquehanna Additions and Susquehanna, as the case may be.

4. All of the following which are used or to be used in respect of Susquehanna Project, Susquehanna Additions and Susquehanna, as the case may be, (a) contracts including advance payments made relative thereto (including without limitation, all contracts relating to nuclear fuel, nuclear fuel fabrication, nuclear fuel transportation, nuclear fuel storage and other related nuclear matters); (b) choses in action; (c) causes of action; and

5. All other intangible and tangible property, used or to be used in respect of Susquehanna Project, Susquehanna Additions and Susquehanna, as the case may be.



FORMULAE FOR DETERMINATION OF POWER SUPPLY AMOUNTS
AND OWNERSHIP ADJUSTMENTS

Formula 1 - Fraction for determination of AE's purchase of power from PL as provided under Article XXX, Subpart C-1.

Monies expended by AE as Construction Costs
for the Unit as of the Power Purchase Amount
Date.

An estimate made on the Power Purchase Amount
Date of the monies which would have been ex-
pended by AE as Construction Costs for the Unit
for complete construction of the Unit if the Unit
were to be placed in Contract Operation on the
Power Purchase Start Date.

Formula 2 - Formula for determination of AE's ownership interest in the Unit as provided under Article XXX, Subpart D-2.

The sum of monies expended by AE as Con-
struction Costs for the Unit plus AE's Allowance
for Funds Used During Construction related
thereto (see note).

An estimate made on the date of Contract
Operation of the Unit of the sum of monies which
would have been expended by AE as Construction
Costs for the Unit plus AE's Allowance for Funds
Used During Construction related thereto for
complete construction of the Unit in order to place
the Unit in Contract Operation on the Ownership
Adjustment Date.

Formula 3 - Formula for determination of AE's ownership interest in the Unit in the event that AE provides Optional Financing pursuant to Article XXX, Subpart G.

Monies expended by AE as Construction
Costs for the Unit (see note).

Monies expended by both PL and AE as
Construction Costs for the Unit (see
note).

Formula 4 - Formula for determination of AE's ownership interest in the second Unit to begin Contract Operation in the event AE provides Optional Financing pursuant to Article XXX, Subpart G.

Monies expended by AE as Construction Costs for the Unit as of the date of Contract Operation of the first Unit to begin Contract Operation.

Monies expended by both PL and AE as Construction Costs for the Unit as of the date of Contract Operation of the other unit.

NOTE: The amounts specified in the numerators of Formulae 2 and 3 and the denominator of Formula 3 shall include an estimate of any additional amounts required to complete the Unit in accordance with construction design which are expected to be expended subsequent to the date of Contract Operation of the Unit.

