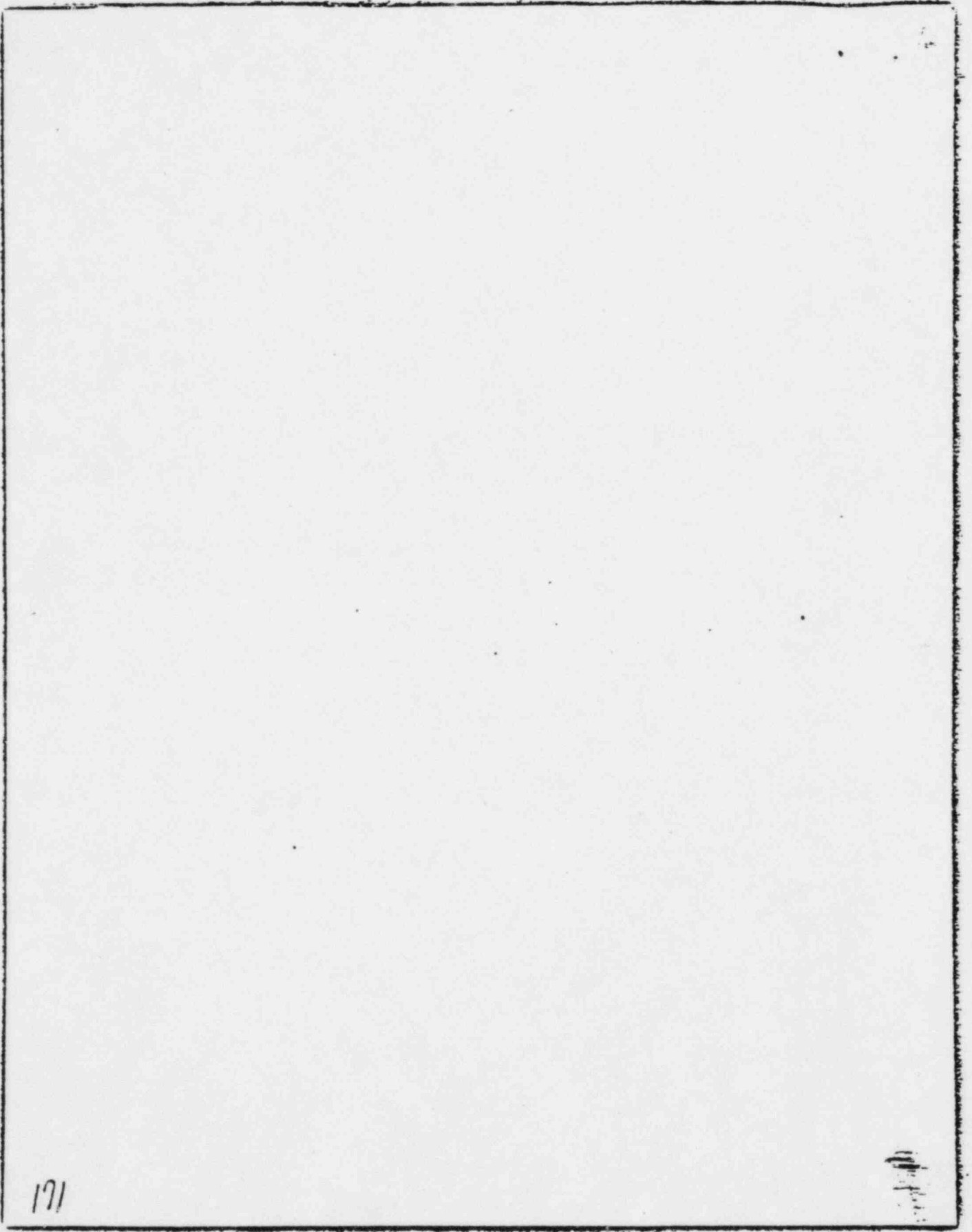


MASTER SERVICES AGREEMENT
BETWEEN GPU SERVICE CORPORATION,
JERSEY CENTRAL POWER & LIGHT COMPANY,
METROPOLITAN EDISON COMPANY,
PENNSYLVANIA ELECTRIC COMPANY;
AND
GILBERT ASSOCIATES, INC.

Deft. Exh. For ID 21
~~Plf. Exh. for Ev~~
Robert E. Levy CSR *R. E. Levy*
Doyle Reporting Inc.

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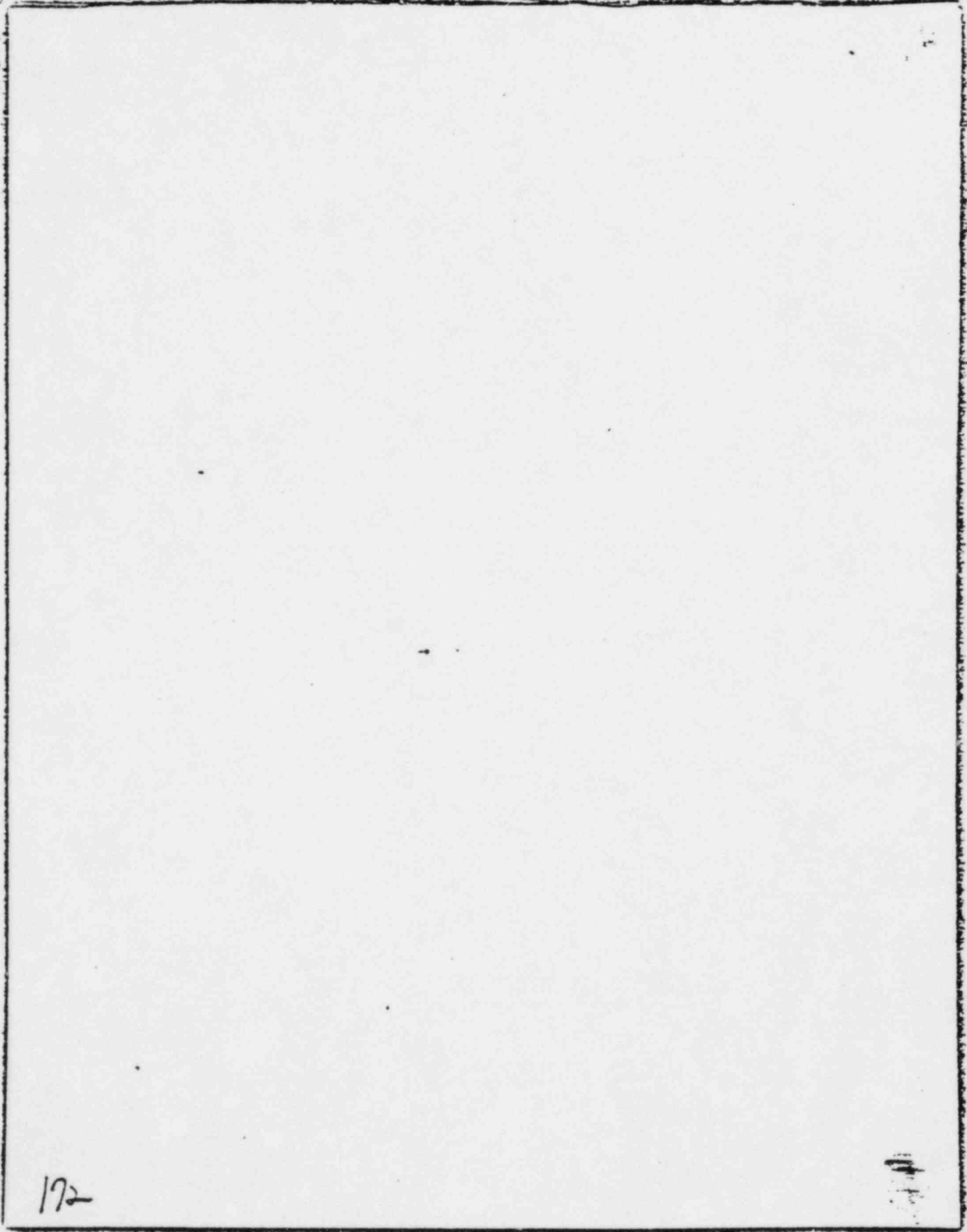
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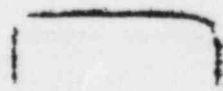
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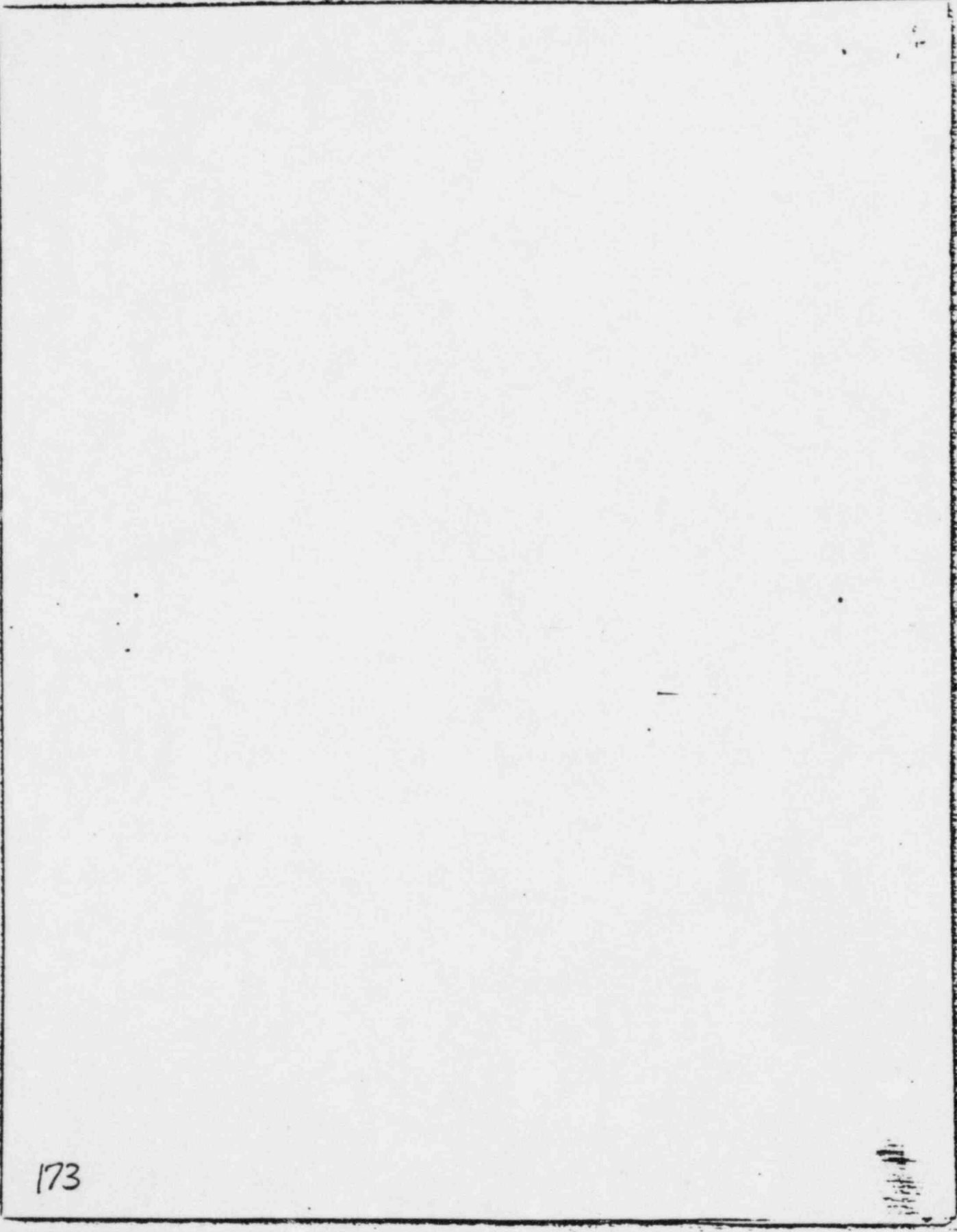
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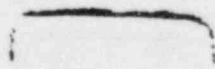
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This Agreement entered into as of this day of . 1978,
between GPU SERVICE CORPORATION, a Pennsylvania corporation, having its
principal office located at Route 183 & Van Reed Road, Reading, Pennsylvania,
acting for itself and as agent for JERSEY CENTRAL POWER & LIGHT COMPANY, a
New Jersey corporation, having its principal office located at Madison Avenue
at Punchbowl Road, Morristown, New Jersey, METROPOLITAN EDISON COMPANY, a
Pennsylvania corporation, having its principal office located at 2800 Pottsville
Pike, Reading, Pennsylvania and PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania
corporation, having its principal office located at 1001 Broad Street, Johnstown,
Pennsylvania, (such four corporations hereinafter jointly and severally referred
to as "Client"); and GILBERT ASSOCIATES, INC. a Delaware corporation, of P.O.
Box 1498, Reading, Pennsylvania (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, Client desires to retain Consultant to provide certain con-
sulting services; and

WHEREAS, Consultant, as a consulting engineer, is qualified to perform
such services for Client;

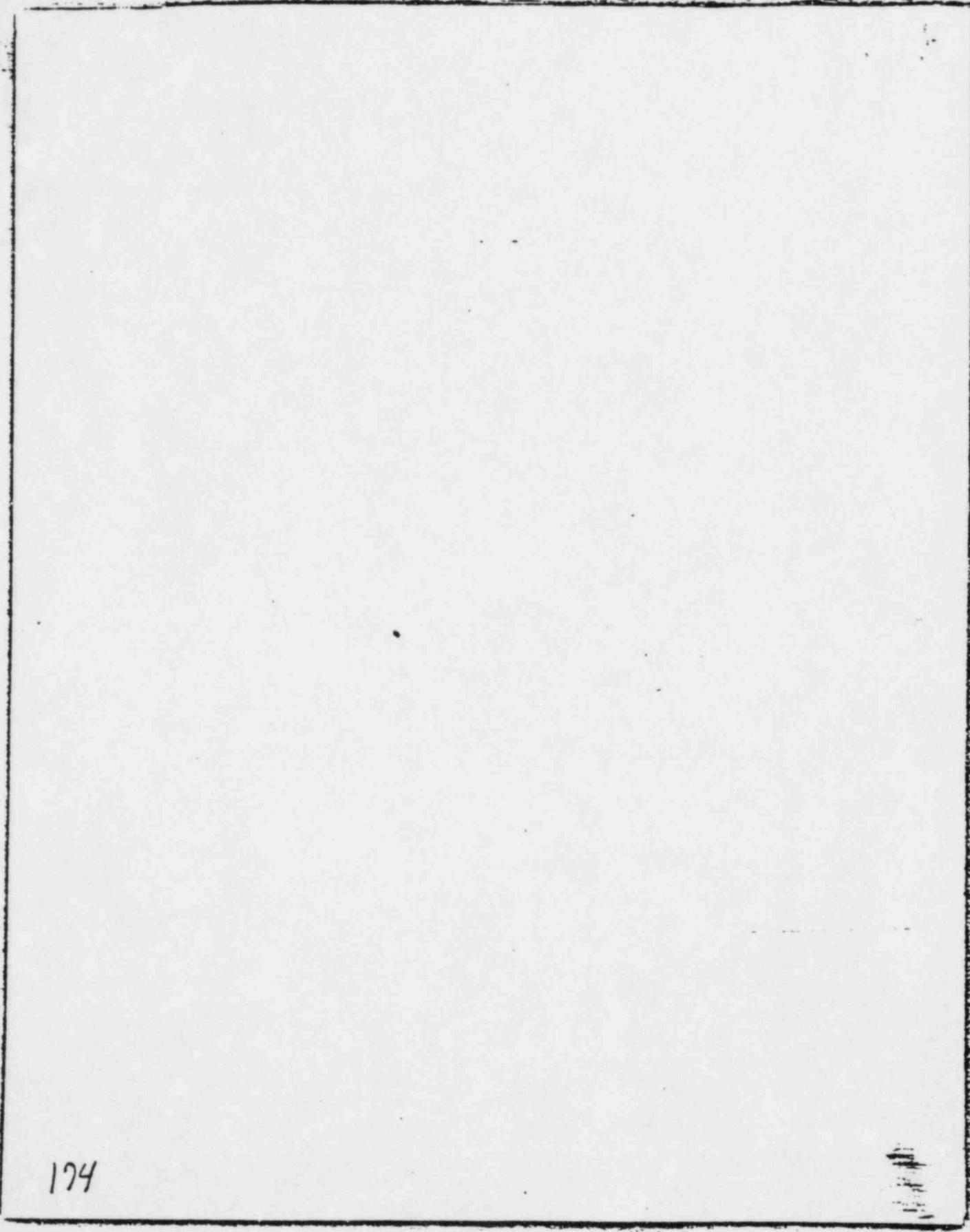
NOW, THEREFORE, the parties hereto, intending to be legally bound, do
hereby agree as follows:

ARTICLE I - SCOPE OF SERVICES

Consultant will perform consulting services as set forth in Attachment
I hereto, as may from time to time be assigned by Client, provided that
such services are within Consultant's technical capabilities and Consultant
has available the necessary manpower, at the time such services are to
be performed. For each assignment, the services to be performed

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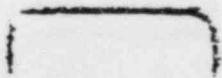
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by Consultant shall be developed and agreed upon mutually between Consultant and Client and shall be set forth in a separate supplement to this Agreement which shall be binding if: (a) such supplement is executed by a duly authorized representative of Client and Consultant; or (b) a purchase release is issued, executed by a duly authorized representative of Client and Consultant, setting forth or incorporating by reference the services contained in such supplement. Such services shall be performed subject to the provisions set forth herein.

ARTICLE II - CONTRACTUAL RELATIONSHIP

In performing the services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Client; and as an independent contractor Consultant shall be responsible for determining the means and methods for performing such services.

ARTICLE III - PERIOD OF PERFORMANCE

The term of this Agreement is from January 1, 1977 through December 31, 1978. Upon the end of the term, this Agreement shall expire for the purpose of establishing new assignments. Any assignments agreed to prior to such expiration shall be completed under the provisions of this Agreement, however subject to Consultant's amendment of Attachment 2 hereto as set forth in Article IV. The parties hereto may, upon mutual agreement, renew this Agreement or any renewal of this Agreement for an additional term of one year.

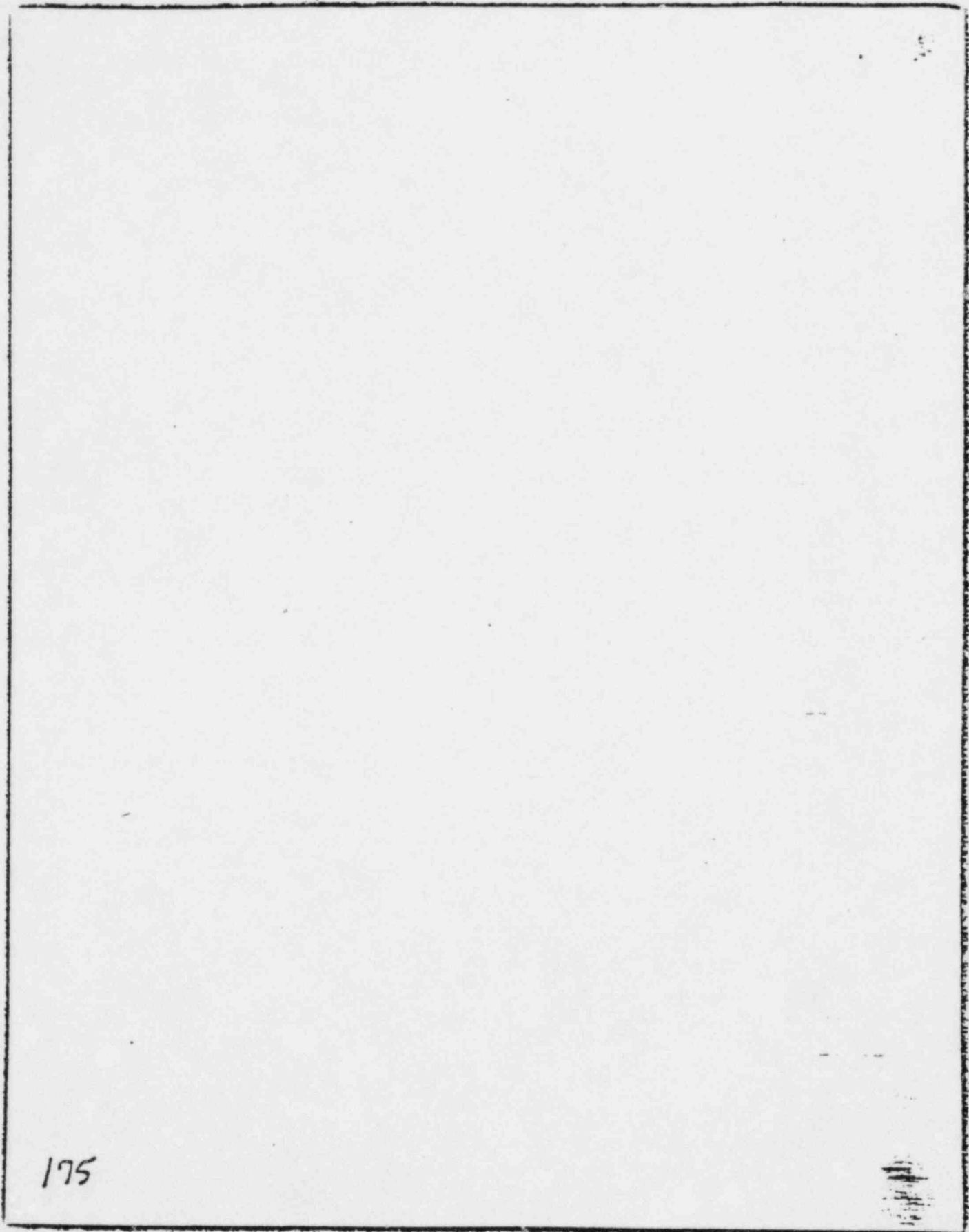
ARTICLE IV - COMPENSATION AND PAYMENT

A. Compensation

In consideration of the services performed by Consultant under

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this Agreement. Consultant shall be compensated by Client in accordance with the provisions of Attachment 2 hereto, which may be amended by Consultant once each calendar year.

B. Payment

1. Once each fiscal month Consultant shall submit to Client in triplicate an invoice detailing the services performed by Consultant during the preceding fiscal month and the charges therefor. Consultant shall reference each invoice with Client's purchase release number and shall include a summary of actual hours worked by Consultant's employees engaged directly in the performance of Consultant's services by name, position description and Standard Payroll Rate. Direct non-salary expenses (if applicable) and other direct expenses, if any, shall be shown separately.

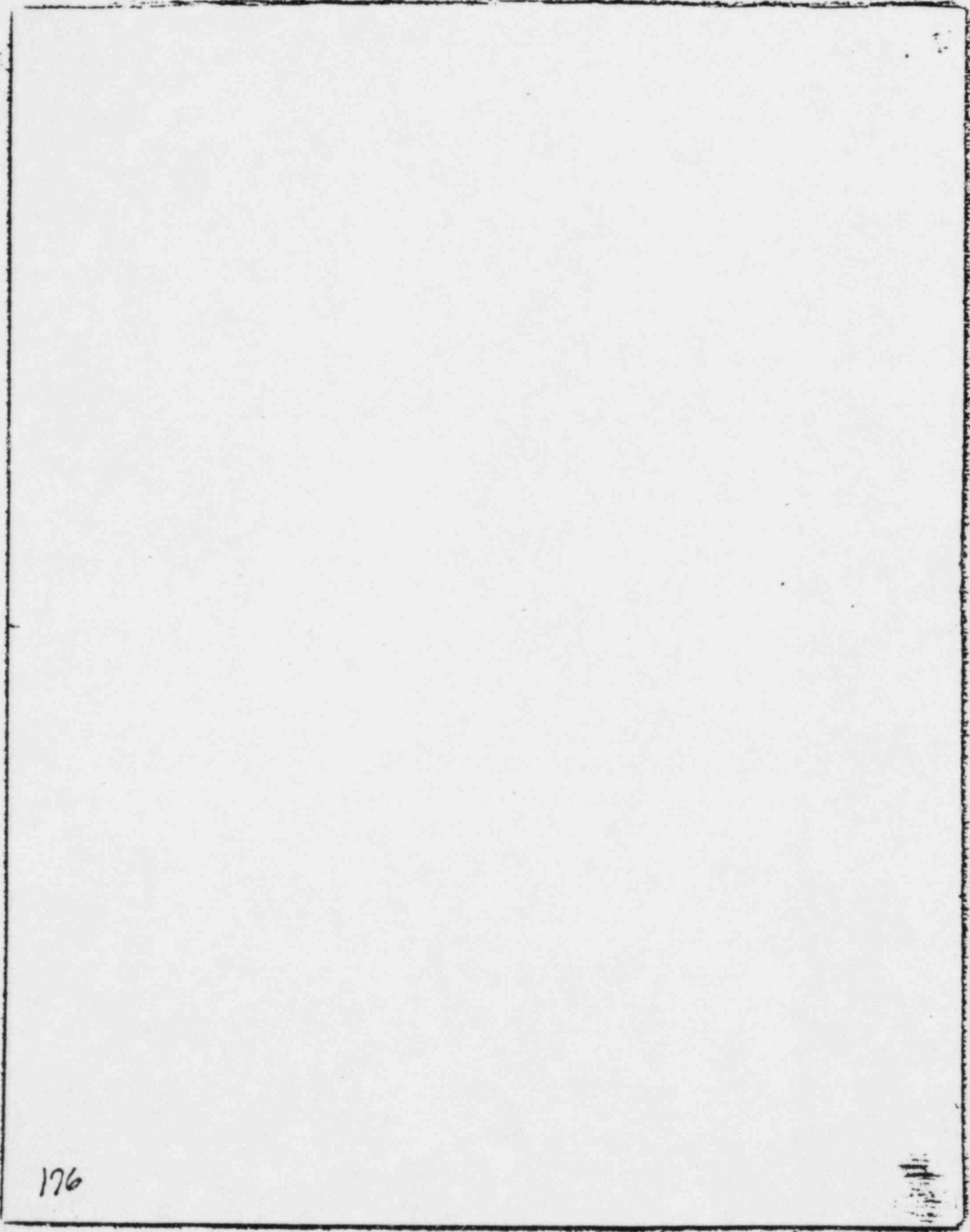
2. Within thirty days after the date of an invoice, Client shall pay Consultant all amounts which Client considers to have been charged by Consultant in accordance with this Agreement and shall notify Consultant, in writing, of amounts Client considers not to have been charged in accordance with this Agreement, such notification setting forth Client's reasons for such determination. If Consultant disagrees with Client's determination, Client and Consultant shall endeavor to reach agreement as to the disputed amounts.

ARTICLE V - AUTHORIZED REPRESENTATIVES AND NOTICES

In all matters relating to the implementation of each assignment under this Agreement, Client and Consultant shall be represented by their

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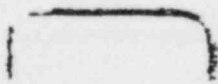
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respective authorized representatives for such assignment. Each party hereto shall advise the other party, in writing, the name, address and telephone number of each of its authorized representatives and of any change in such designation.

All notices expressly required to be given by Consultant to Client under this Agreement may be served personally on Client's authorized representative or by registered mail to Client's address as set forth in the first paragraph of this Agreement. All notices expressly required to be given by Client to Consultant under this Agreement may be served personally on Consultant's authorized representative or by registered mail to Consultant's address, to the attention of Consultant's authorized representative, as set forth in the first paragraph of this Agreement.

ARTICLE VI - LAWS AND REGULATIONS

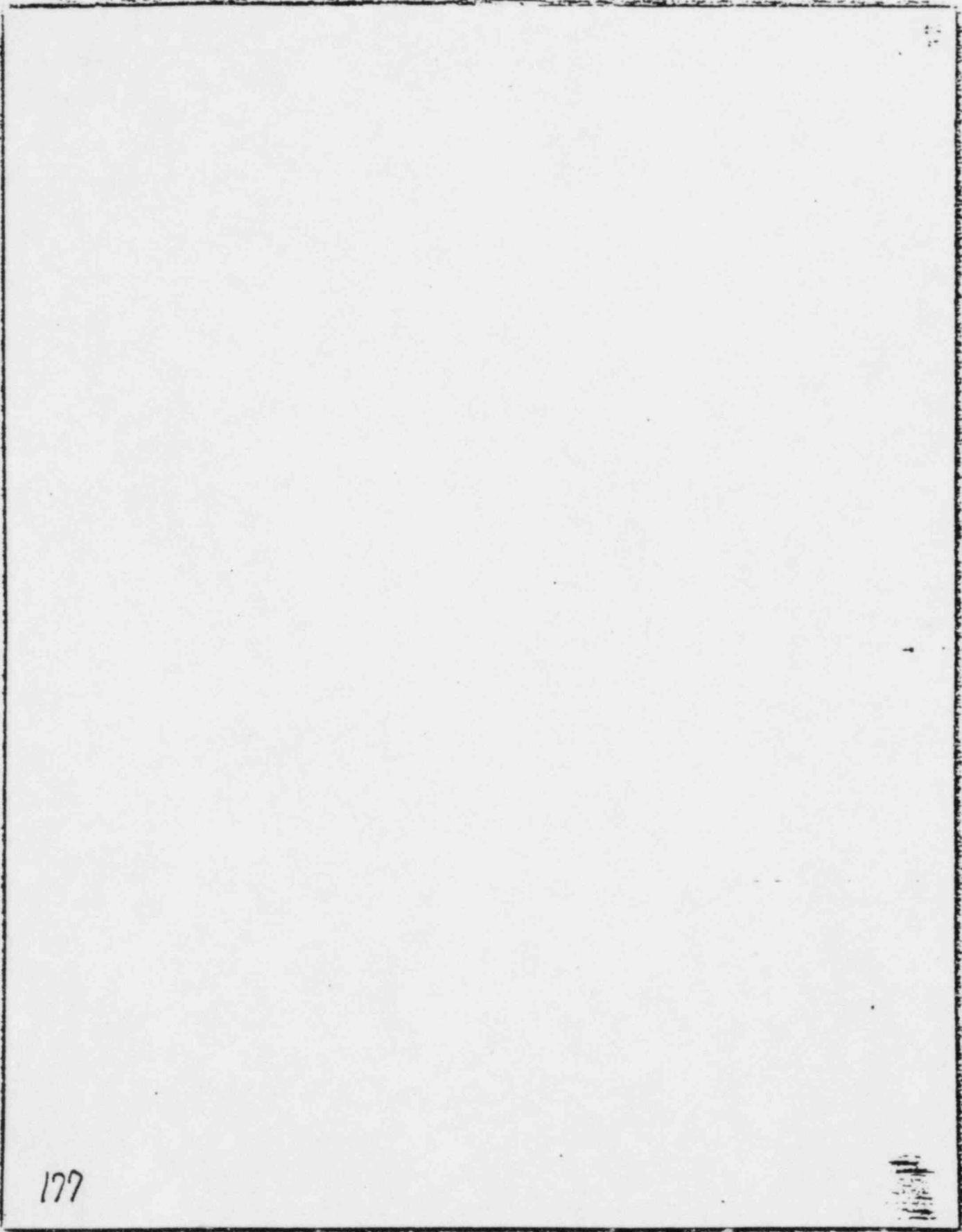
Consultant, its employees and representatives, shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations including those relating to wages, hours, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.

ARTICLE VII - INSURANCE

Consultant represents that it now carries, and agrees it will continue during the term of this Agreement to carry, the following types of insurance in the following amounts:

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<u>Types of Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$300,000 each accident
Comprehensive General Liability (including Contractual Liability)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$500,000 aggregate
Automobile Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence

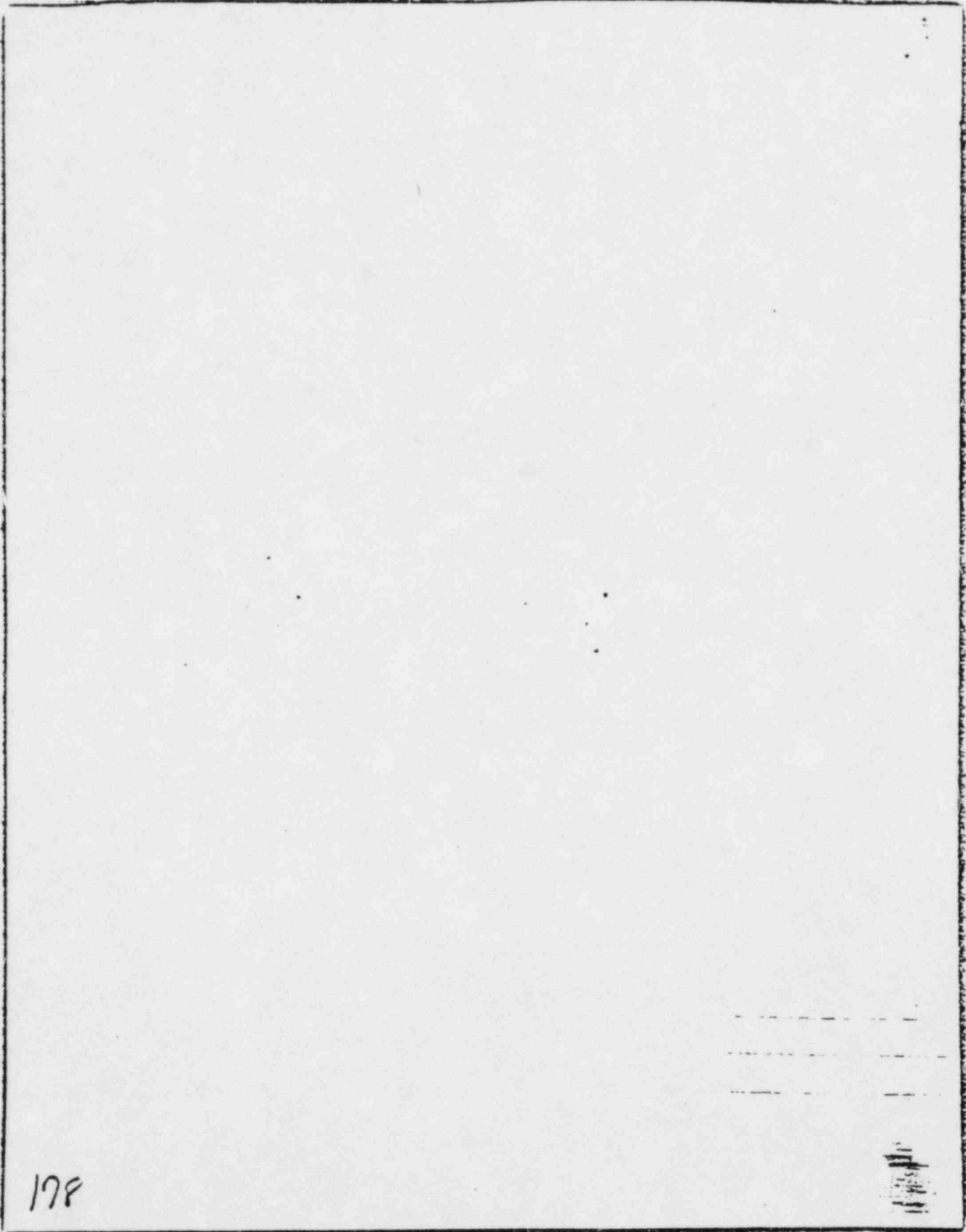
Certificates evidencing that the insurance as set forth in this Article is in effect shall be available for Client's review and shall be furnished Client on request by Client. Such certificates shall state that the insurance carrier will give Client thirty days prior written notice of any cancellation of or material change in such policies.

ARTICLE VIII - WARRANTY; REMEDY

From the commencement of Consultant's services performed with respect to each assignment under this Agreement until one year after the completion of that assignment by Consultant, Consultant warrants that such services shall have been performed in accordance with the degree of skill and care which, at the time Consultant performed such services, would have normally been exercised by those who render these types of services. This warranty is in lieu of and excludes all other warranties, whether express or implied by operation of law or otherwise, including any warranty of fitness for a particular purpose.

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Every claim by Client alleging that Consultant's services are faulty (whether such claim arises from Consultant's negligence, breach of warranty, breach of contract or other act, error or omission or from any other cause whatsoever) shall be deemed waived unless such claim is made in writing within the warranty period specified in this Article. However, if the fault complained of is latent and not discoverable within such warranty period, every claim on account of such fault (whether such claim arises from Consultant's negligence, breach of warranty, breach of contract or other act, error or omission or from any other cause whatsoever) shall be deemed waived unless such claim is made in writing within a reasonable time after such fault is or should have been discovered.

If (a) Consultant's services are faulty and (b) Client's claim is made in accordance with this Article, Consultant shall, without charge to Client, reperform Consultant's services to the extent necessary to correct the fault therein. The remedy set forth in this Article is in lieu of all other remedies available to Client and constitutes Client's exclusive remedy against Consultant, regardless of whether Client's claim against Consultant arises from Consultant's negligence, breach of warranty, breach of contract or other act, error or omission or from any other cause whatsoever.

ARTICLE IX - DAMAGES

In no event (even should circumstances cause the exclusive remedy specified in Article VIII to fail of its essential purpose) shall Consultant be liable for special, indirect or consequential damages of any nature (regardless of whether such damages arise from Consultant's negligence, breach of warranty, breach of contract or other act, error or omission or from any other cause whatsoever) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; cost of purchasing or generating replacement electricity; damages arising from delay in construction; claims of customers; or interest.

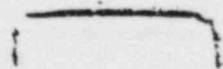
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ARTICLE X - AUDIT

Consultant's accounting records, insofar as they pertain to the billing to Client or to disbursements made to Client's account for the work, shall be maintained in accordance with generally accepted accounting practice and shall be open to Client's inspection and audit, upon reasonable prior notice and during normal business hours for three years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

ARTICLE XI - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications prepared hereunder will become the property of Client; however, Consultant shall retain the right to use such drawings and specifications and the intellectual property therein.

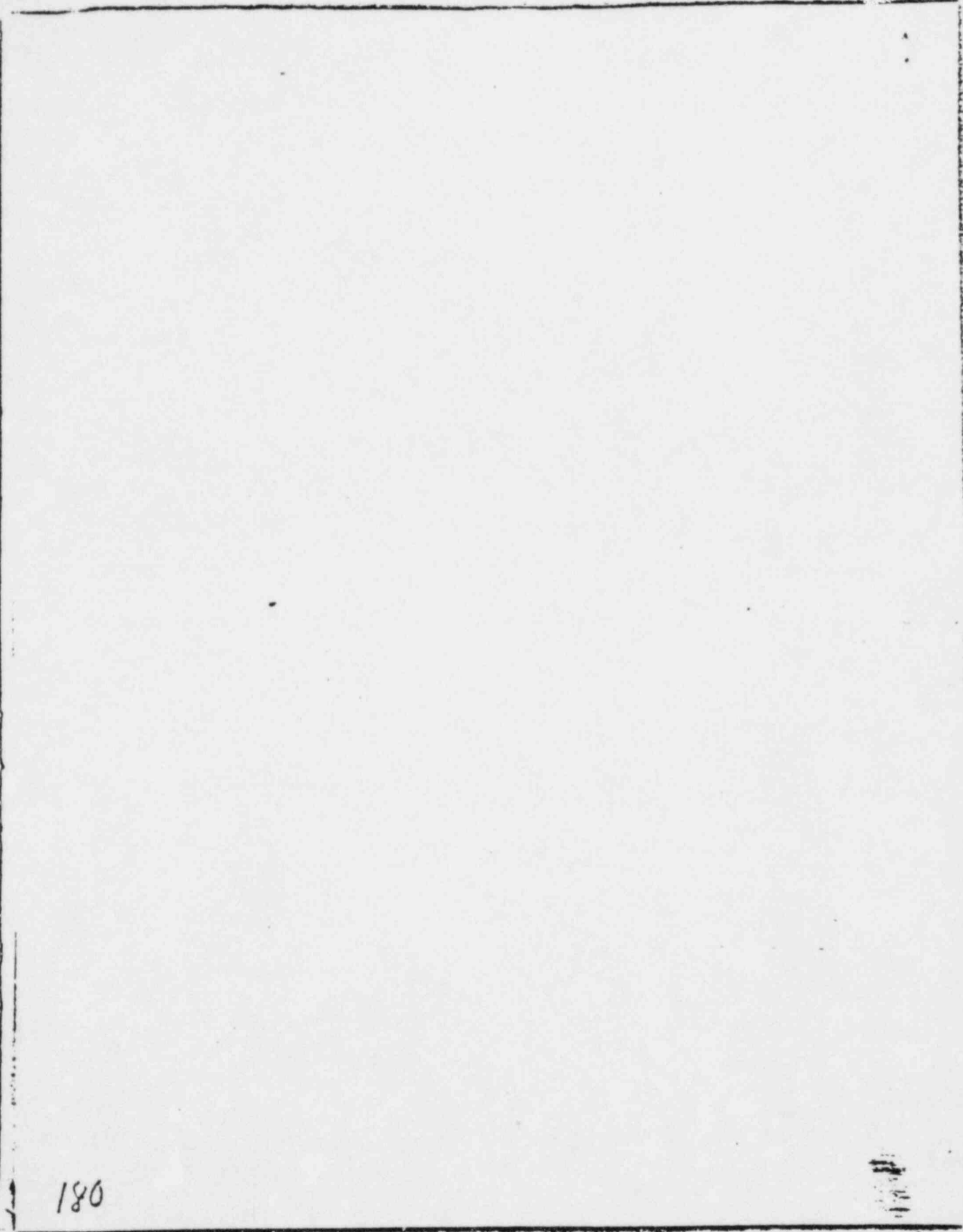
If Client utilizes or permits others to utilize the above drawings and specifications in a use other than the specific use for which they were originally prepared by Consultant, Consultant shall not be liable for such other utilization or the results of such other utilization; and Client shall indemnify and hold harmless Consultant of and from any and all liability, loss, damage and expense, including attorneys' fees, arising out of or related to such other utilization of such drawings or specifications.

ARTICLE XII - ASSIGNMENT AND SUBCONTRACTS

This Agreement shall inure to and be binding upon the respective parties hereto, their successors and assigns; however, neither party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party.

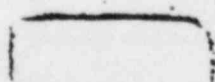
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Consultant may employ only such subcontractors as shall be approved by Client.

ARTICLE XIII - FORCE MAJEURE

Consultant shall not be liable for any loss or damage arising from Consultant's failure or delay in performing any services under this Agreement due, directly or indirectly, to any cause beyond Consultant's reasonable control including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors; acts or omissions of Client; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; embargoes; wars (declared or undeclared); political strife; riots; civil commotion; delays in transportation; sabotage; compliance with any regulations or directives of any national, state, local or municipal government, or department or agency thereof; or fuel, power, materials or labor shortages.

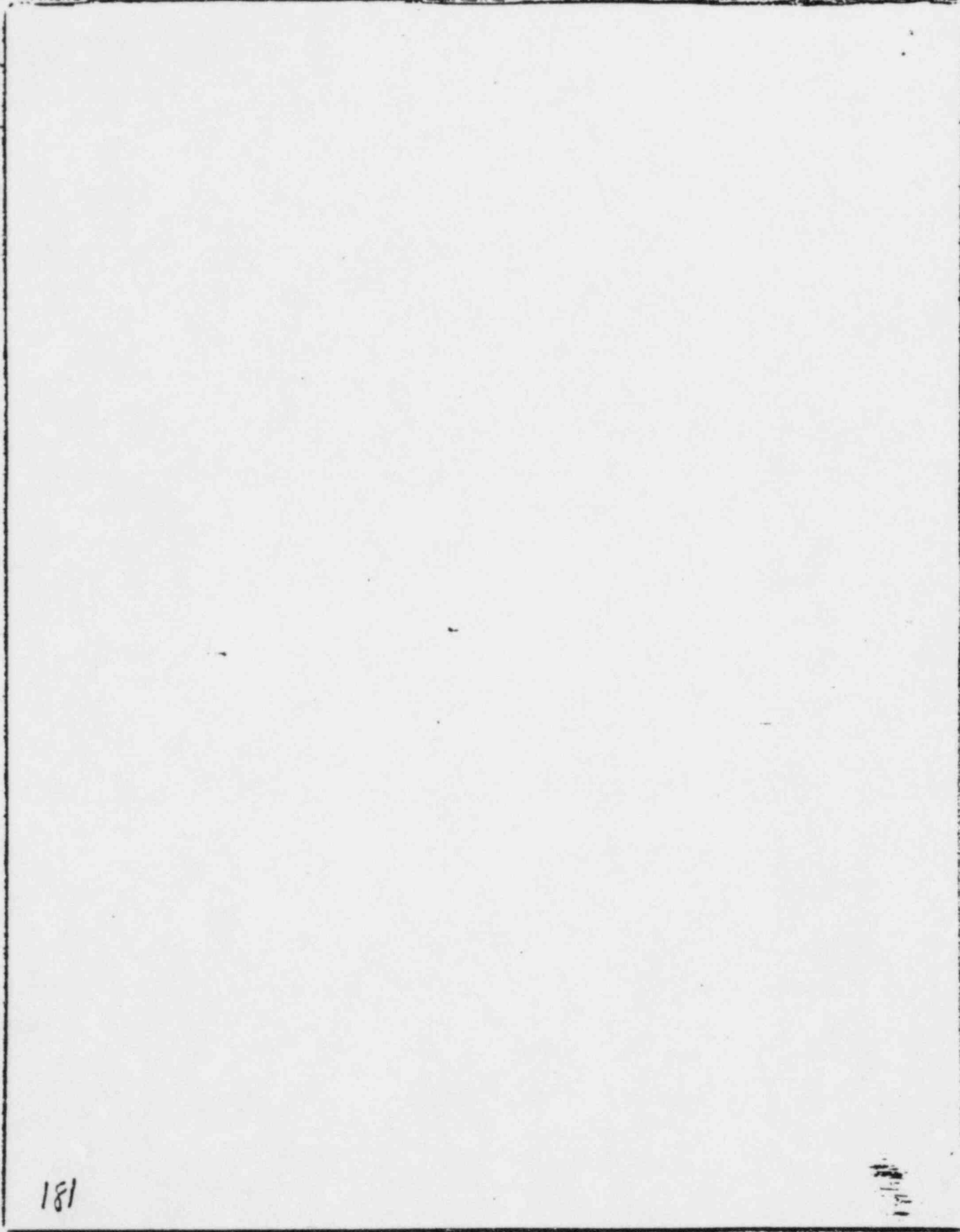
ARTICLE XIV - SUSPENSION OF SERVICES

Client may at any time, upon fifteen days prior written notice to Consultant, suspend the performance of all or any portion of services to be performed under this Agreement. On the effective date of such suspension, Consultant shall discontinue performance of its services to the extent specified in the above notice.

In the event of suspension, Client shall pay Consultant in accordance with the provisions of this Agreement plus reasonable expenses incurred by Consultant by reason of such suspension.

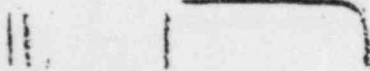
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ARTICLE XV - TERMINATION

A. Convenience

Client may terminate any assignment, in whole or in part, established under this Agreement or the entire Agreement for its convenience by giving Consultant fifteen days prior written notice thereof.

B. Default

Failure of either party hereto to meet its obligations under this Agreement shall, if such party does not commence reasonable action to correct such failure within fifteen days after written notice thereof is given such party by the other party hereto, constitute a default. In the event of such default by one party hereto, the other party hereto may terminate this Agreement.

C. Suspension; Delay

In the event of (a) Client's suspension of services in accordance with Article XIV for a period of three consecutive months or more or (b) delay caused by reason of "force majeure" as set forth in Article XIII for a period of three consecutive months or more, Consultant may terminate this Agreement with respect to those services affected by such suspension or delay.

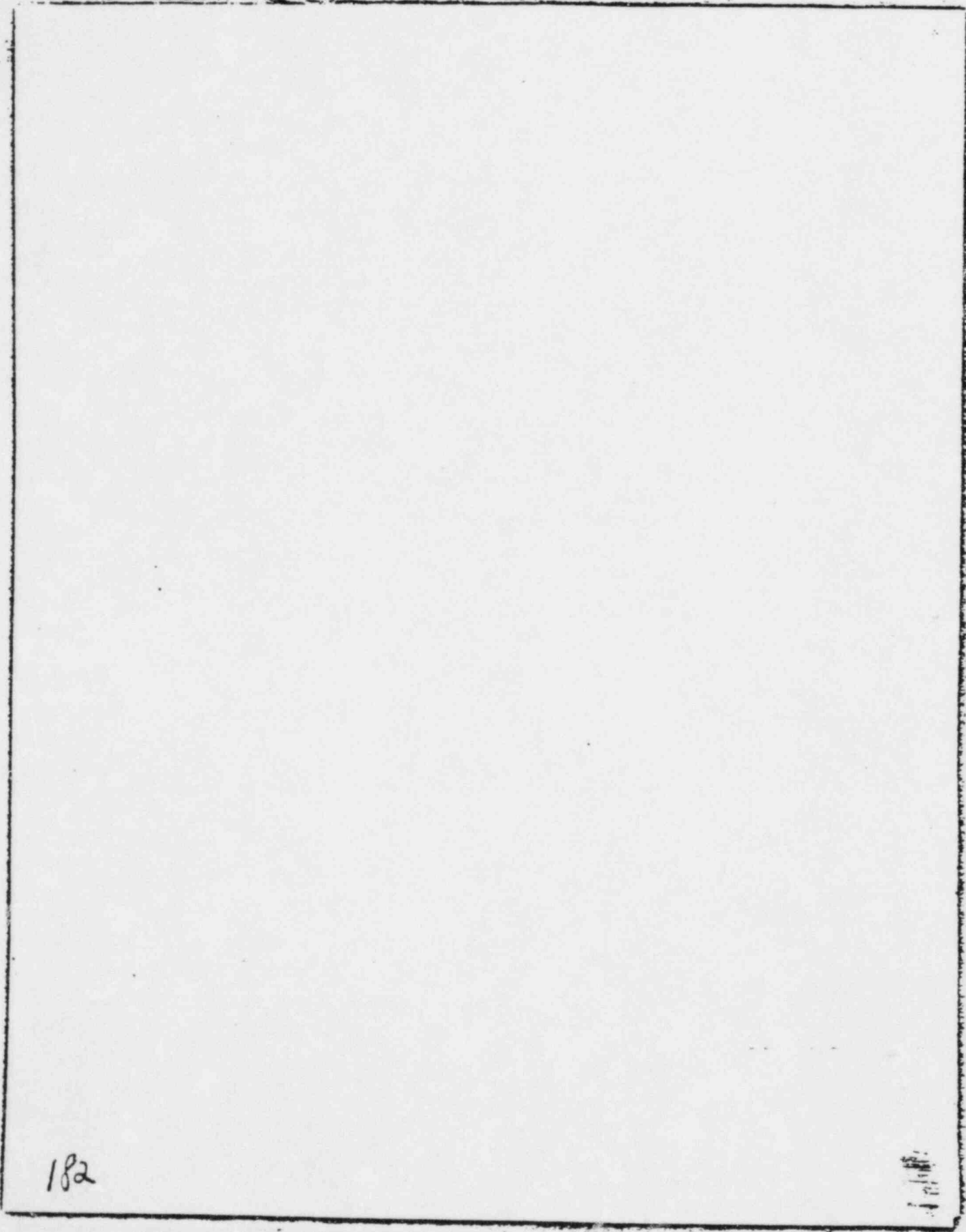
D. In the event of termination under this Article, Client shall pay Consultant in accordance with the provisions of this Agreement for services performed by Consultant up to the date of termination plus reasonable expenses incurred by Consultant by reason of such termination.

ARTICLE XVI - INSPECTION

Client shall have the right to inspect the facilities or offices maintained by Consultant to perform the services under this Agreement

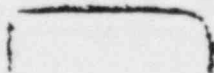
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and to be present at any test to be performed; but such inspections shall not in any way relieve Consultant from its responsibility with respect to its obligations and duties under this Agreement. If Client elects to make any inspection, it will notify Consultant in advance to permit Consultant to make appropriate arrangements.

ARTICLE XVII - QUALITY ASSURANCE; CONSTRUCTION MANAGEMENT

Quality Assurance and Construction Management services performed by Consultant shall be subject to additional terms agreed to by Client and Consultant which will be incorporated into the supplement or purchase release issued therefor.

ARTICLE XVIII - GOVERNING LAW

This Agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania (except Pennsylvania's Law of conflict of laws).

ARTICLE XIX - REPORTS

Client shall have the right at any time during the performance of this Agreement to request written reports, which shall be furnished within a reasonable time after such request, in the manner directed, describing progress, status of, cost data and other matters pertaining to the services rendered. Consultant shall be compensated, in accordance with the provisions of this Agreement for preparing and furnishing such reports.

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ARTICLE XX - CLIENT FURNISHED PROPERTY

All engineering data, maps, plans, specifications, drawings or other items furnished by Client under this Agreement shall remain the exclusive property of Client. Such property furnished by Client will be used for no purpose other than for the services performed under this Agreement. Consultant shall sign and deliver a written itemized receipt prepared by Client for all such property furnished by Client and shall be responsible for its safekeeping. Upon conclusion of the services performed under this Agreement, such property furnished by Client shall be returned to Client.

ARTICLE XXI - CONSULTANT'S PERSONNEL

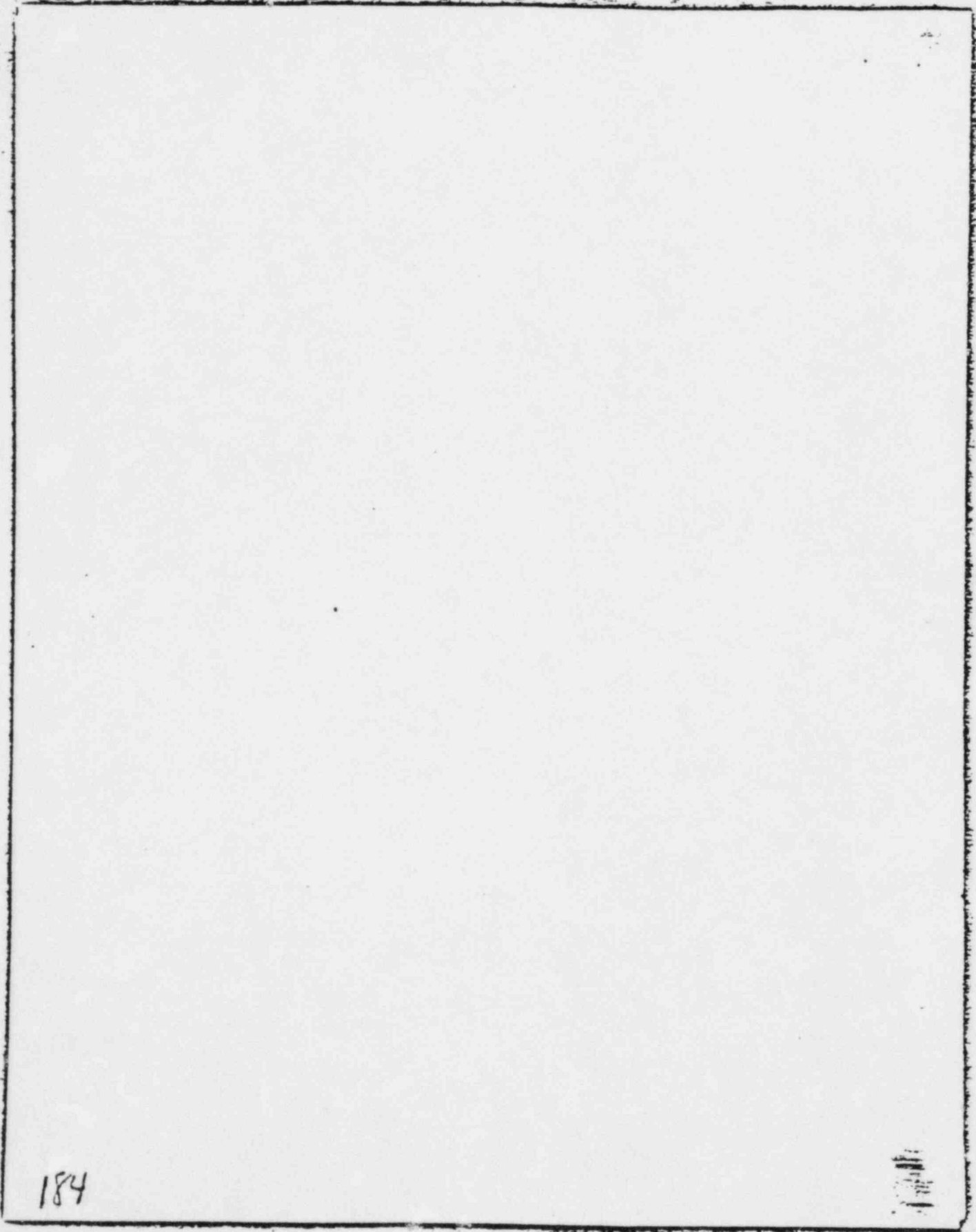
Client may at any time, for reasonable cause, direct Consultant in writing to replace any Consultant employee assigned to work hereunder.

ARTICLE XXII - ESTIMATED COMPENSATION

For each assignment to be performed by Consultant under this Agreement Client may indicate an amount Client estimates as the maximum amount Consultant will receive as compensation for Consultant's performance of such assignment; however, it is understood that Consultant cannot and does not guarantee that Consultant's actual compensation will not vary from such estimated amount. If it appears to Consultant that its actual compensation for performing such assignment will exceed such estimated amount, Consultant shall notify Client, and upon Client receiving such notification either (1) Client shall authorize Consultant to exceed such estimated amount without reducing the services to be performed by Consultant or (2) Client and Consultant shall mutually agree on reduction in services to be performed by Consultant. In either event Consultant's

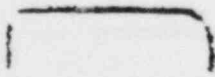
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compensation for all services performed by Consultant shall be calculated in accordance with the provisions of this Agreement.

ARTICLE XXIII - PROPRIETARY INFORMATION

Consultant shall not disclose, in whole or in part, to any third party, any Client proprietary information disclosed in writing to Consultant and marked "proprietary" thereon by Client, without the written consent of Client; provided, however, that this obligation of Consultant does not apply to (1) information which is part of the public domain or becomes part of the public domain through no fault of Consultant, (2) information obtained by Consultant from a third party provided Consultant does not know or have reason to know that such third party is not entitled to disclose it, (3) information already known to Consultant before receipt from Client, (4) information subsequently developed by Consultant independent of Client's proprietary information, or (5) information Consultant is obligated to produce as a result of a court order or pursuant to government action provided Consultant furnishes Client written notice of such court order or government action. Consultant's obligation of nondisclosure set forth in this Article shall remain in effect for a period of five years from the date of Client's disclosure of the proprietary information to Consultant. In no event shall Consultant be responsible for the disclosure of any Client proprietary information by any of Consultant's employees or former employees who acts beyond the scope of the authority granted to him by Consultant.

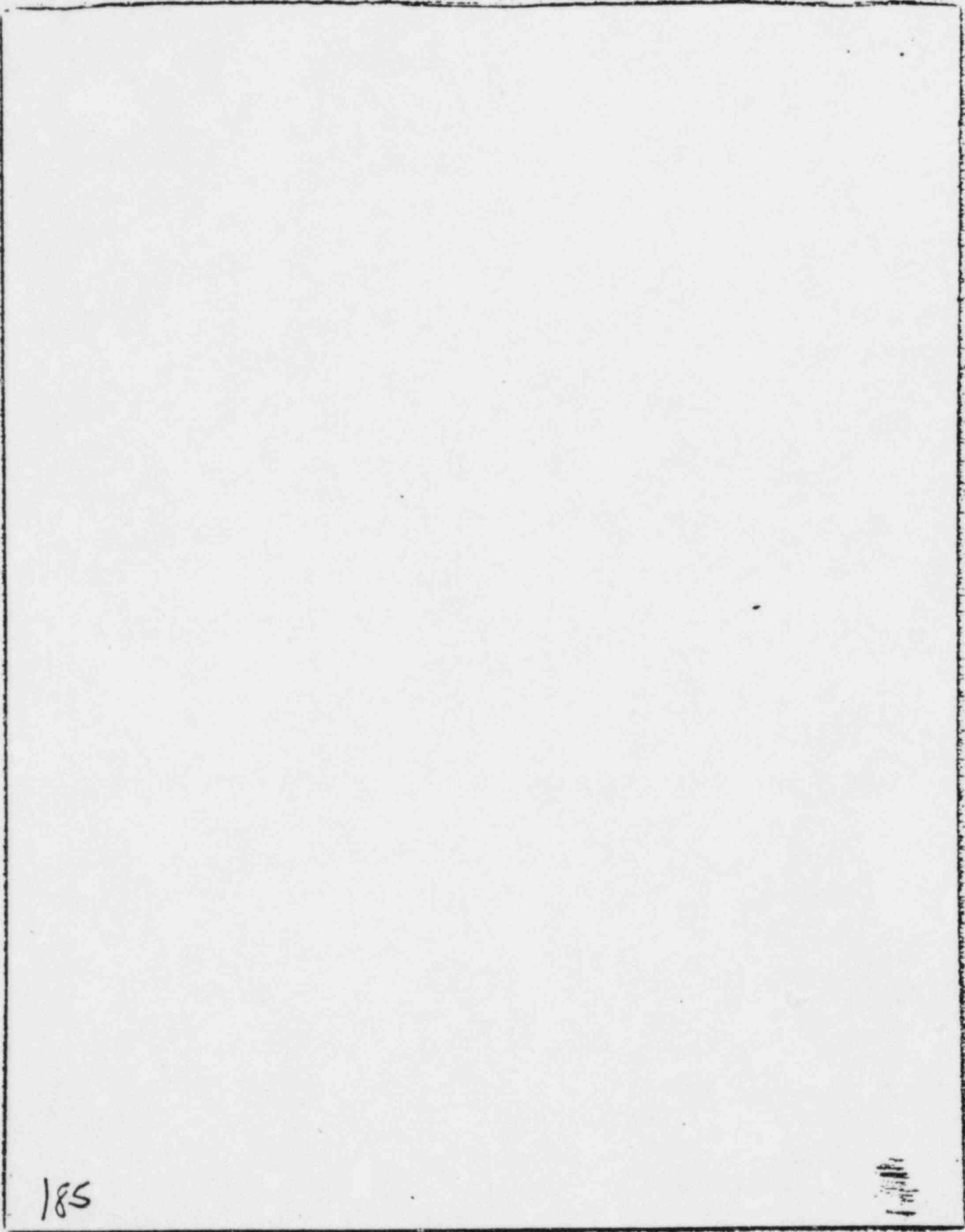
ARTICLE XXIV - NUCLEAR INDEMNITY

A. Insurance

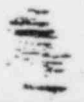
Prior to Consultant's commencing of services relating to a nuclear facility, Client shall:

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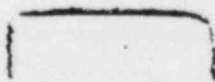
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1. Enter into an agreement of indemnification with the United States Nuclear Regulatory Commission (USNRC) as provided under Section 170 of the Atomic Energy Act of 1954, as amended; and

2. Obtain nuclear liability insurance from NELIA or MAELU, or both, in such form and in such amount as will meet the financial protection requirements of the USNRC pursuant to Section 170 of the Atomic Energy Act; and

3. Take whatever measures are necessary to guarantee that Consultant is included among the persons indemnified under Section A.1 of this Article and is named as an insured under all insurance policies referred to in Section A.2 of this Article; and shall secure and maintain any and all available amendatory endorsements which increase the protection afforded under the insurance policies referred to in Section A.2 of this Article; and

4. In connection with any and all property insurance policies which Client elects to purchase through the NEPIA and/or MAERP insurance pools or any other source of similar protection which Client selects, Client will arrange for the insurance carrier or carriers to waive any and all rights of recovery and/or subrogation which they or any of them might have or acquire against Consultant arising out of any loss resulting from the radioactive, toxic, explosive, or other hazardous properties of "source material", "special nuclear material" or "by-product material" as such terms are defined in the Atomic Energy Act of 1954 or any Law amendatory thereof; and

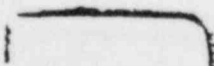
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5. Maintain for the benefit of Consultant all of the protection provided for in this Article, as long as the nuclear facility to which Consultant's services were provided continues in use.

B. Limitation of Liability; Indemnity

Under no circumstances will Consultant have any responsibility or liability for any damage to property on or off site or for injury or death to any person, notwithstanding negligence on the part of Consultant, when such damage and/or injury results directly or indirectly from nuclear reaction, radioactivity, contamination — controlled or uncontrolled. Further, Client shall indemnify and hold Consultant entirely harmless against all losses, claims, damages, expenses or liabilities, resulting from or connected with the foregoing.

C. Continued Protection

Notwithstanding any changes in the Atomic Energy Act and/or the presently available insurance protection, Client will continue liability protection referred to in this Article from any reasonably available source. Under no circumstances will Client transfer all or part of the nuclear facility to which Consultant's services were provided unless and until Client has arranged to continue the protection referred to in this Article for the benefit of Consultant after such transfer.

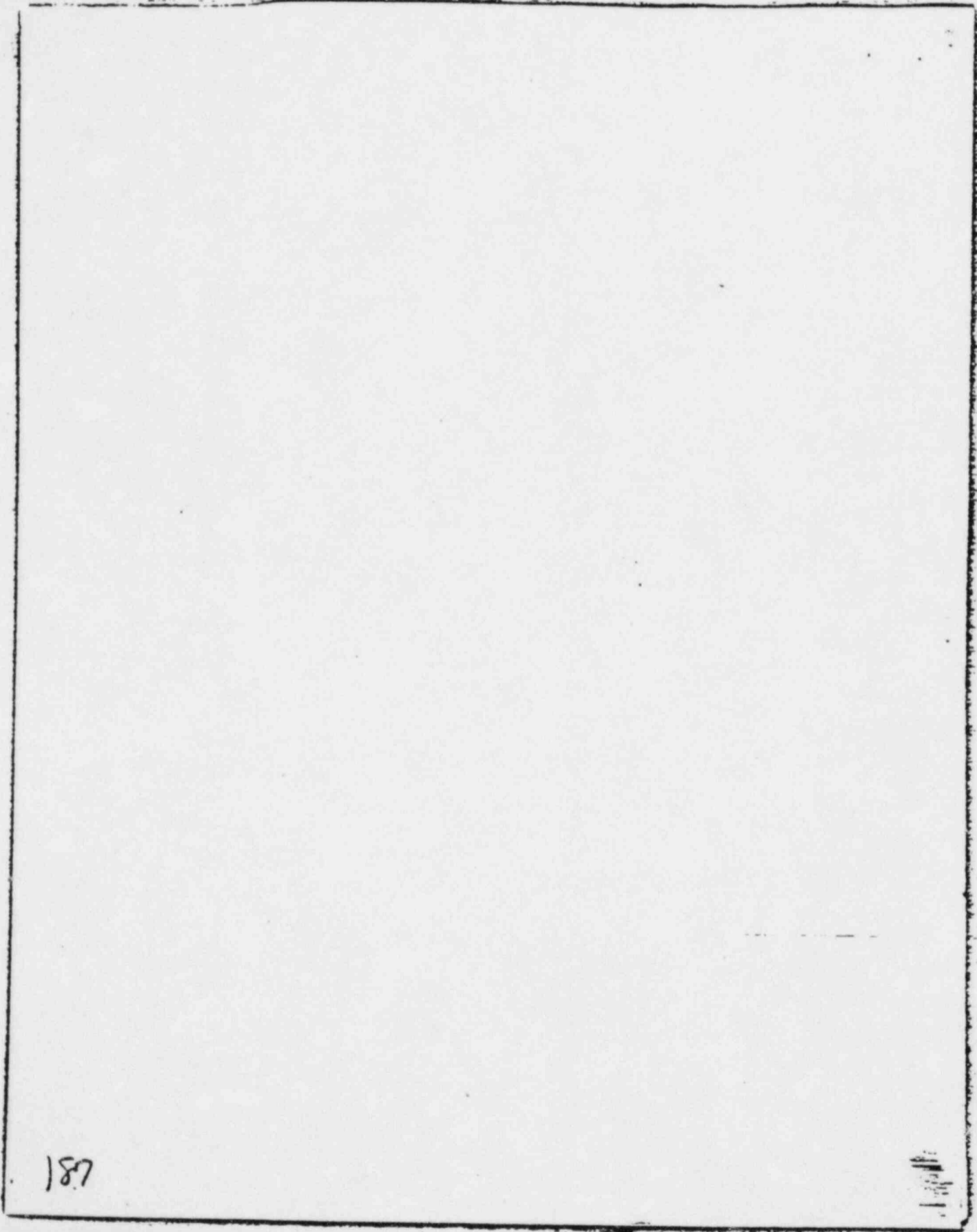
ARTICLE XXV - MISCELLANEOUS PROVISIONS

A. Patents; Copyrights

Consultant will not conduct patent searches in the performance of its services under this Agreement and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing in

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this Agreement shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided under this Agreement will be free from infringement of patents or copyrights.

B. Review of Drawings, Etc.

Consultant's review of shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections and other data shall only be for conformance with the design concept of the project and compliance with the information given in the contract documents.

C. Cost Estimates

Cost estimates prepared by Consultant represent its best judgment as a design professional familiar with the industry. It is recognized, however, that neither Consultant nor Client has any control over the cost of labor, materials or equipment, over the contractors' or suppliers' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that prices, bids and/or actual costs will not vary from any cost estimate prepared by Consultant.

D. Waiver

Waiver by either party hereto of a breach of any provision of this Agreement shall not be construed as a waiver of any other breach.

ARTICLE XXVI - ENTIRE AGREEMENT

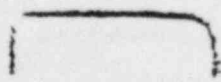
The provisions of this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations and agreements, oral or written, between the parties hereto with

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respect to the subject hereof. No agreement or understanding varying, altering or extending this Agreement shall be binding on either party hereto unless signed by a duly authorized officer or representative of the party sought to be bound.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

GPU SERVICE CORPORATION (acting
for itself and as agent for
JERSEY CENTRAL POWER & LIGHT COMPANY,
METROPOLITAN EDISON COMPANY and
PENNSYLVANIA ELECTRIC COMPANY)

Attest:

By _____
Title _____

By _____
Title _____

Attest:

GILBERT ASSOCIATES, INC.

By _____
Title _____

By _____
Title _____

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ATTACHMENT 1

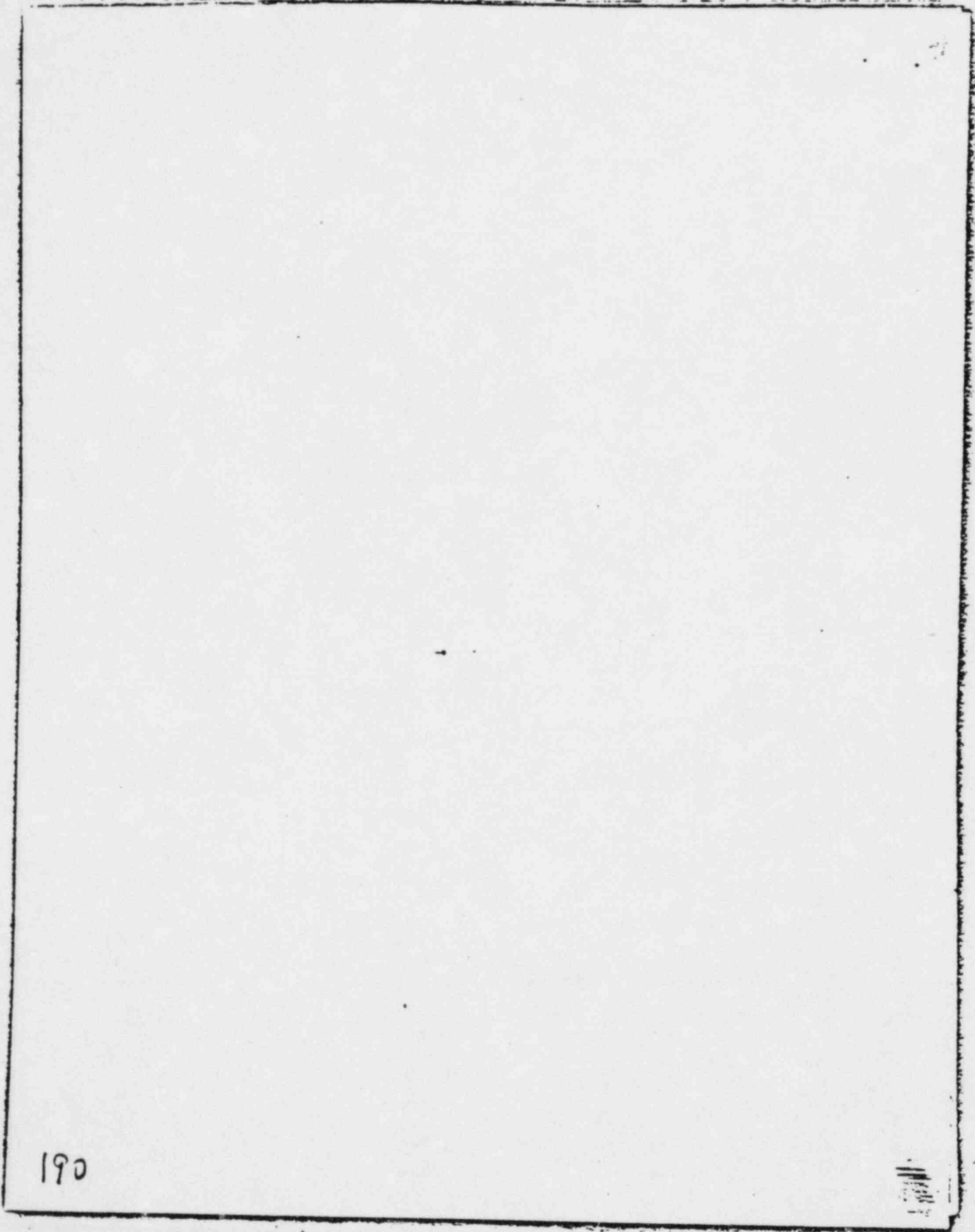
Scope of Services

Under the Agreement attached hereto the services which may be performed by Consultant will be within any or all of the following areas:

1. Project Management and Control;
2. Engineering Studies and Evaluation;
3. Design Engineering and Drafting;
4. Construction Management;
5. Procurement, including Purchasing and Expediting;
6. Quality Assurance;
7. Other Related Areas Mutually Agreed to by Consultant and Client.

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Consultant's Compensation

(Effective January 1, 1977 through December 31, 1978)

1. Compensation for Services

Compensation for services performed by Consultant will be charged on the basis of a multiple of Consultant Standard Payroll Rate (SPR). Standard Payroll Rate consists of salary and budgeted fringe benefits costs per hour for each employee engaged directly on the project, multiplied by his/her hours of work thereon. Refer to Item 3 below for current ranges of Standard Payroll Rate.

Multipliers for each employee category shall be as follows:

- 1.85 for home office based employees
- 1.65 for field based regular Construction Management and Quality Assurance employees
- 1.25 for field employees (non-manual local hires)

2. Adjustment for Fringe Benefits

While billings will be on the basis of budgeted fringe benefits, there will be an annual adjustment to reconcile the difference between budgeted fringe benefits and actual fringe benefit costs.

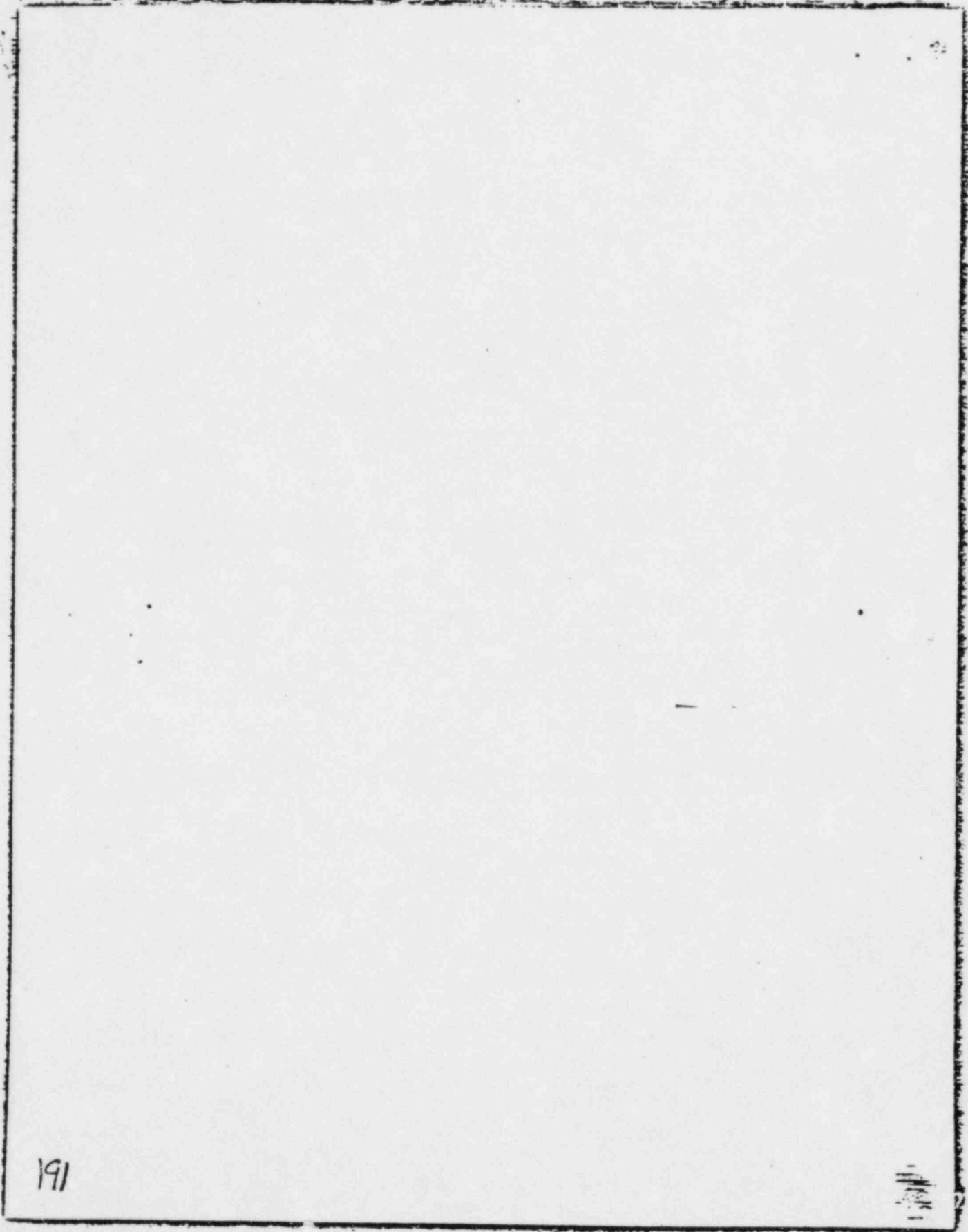
3. Range of Standard Payroll Rates

(Effective January 1, 1977 through December 31, 1977)

<u>Payroll Grade</u> <u>Professional</u> <u>(Exempt)</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
29	\$19.28	\$24.10	\$28.92
28	\$16.82	\$21.02	\$25.23
27	\$14.69	\$18.37	\$22.04
26	\$12.84	\$16.05	\$19.26
25	\$11.23	\$14.03	\$16.84
24	\$ 9.79	\$12.23	\$14.68
23	\$ 8.54	\$10.68	\$12.81
22	\$ 7.47	\$ 9.34	\$11.20
21	\$ 6.54	\$ 8.18	\$ 9.81

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ATTACHMENT 2
(Continued)

Technicians
(Non-Exempt)

16	\$ 9.52	\$11.90	\$14.28
15	\$ 7.90	\$ 9.87	\$11.83
14	\$ 6.57	\$ 8.22	\$ 9.87
13	\$ 5.43	\$ 6.79	\$ 8.15
12	\$ 4.50	\$ 5.62	\$ 6.73
11	\$ 3.74	\$ 4.66	\$ 5.58

Technical
Clerical
(Non-Exempt)

6	\$ 6.03	\$ 7.23	\$ 8.44
5	\$ 5.36	\$ 6.44	\$ 7.50
4	\$ 4.79	\$ 5.74	\$ 6.69
3	\$ 4.28	\$ 5.14	\$ 6.00
2	\$ 3.84	\$ 4.60	\$ 5.36
1	\$ 3.46	\$ 4.12	\$ 4.79

(Effective January 1, 1978 through December 31, 1978)

<u>Payroll Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>Professional</u>			
<u>(Exempt)</u>			
29	\$21.17	\$26.46	\$31.76
28	\$18.47	\$23.08	\$27.70
27	\$16.13	\$20.17	\$24.20
26	\$14.10	\$17.62	\$21.15
25	\$12.34	\$15.42	\$18.50
24	\$10.75	\$13.43	\$16.12
23	\$ 9.38	\$11.73	\$14.07
22	\$ 8.20	\$10.25	\$12.30
21	\$ 7.19	\$ 8.98	\$10.78

Technicians
(Non-Exempt)

16	\$10.65	\$13.29	\$15.94
15	\$ 8.84	\$11.03	\$13.23
14	\$ 7.32	\$ 9.16	\$11.00
13	\$ 6.07	\$ 7.58	\$ 9.10
12	\$ 5.03	\$ 6.29	\$ 7.55
11	\$ 4.19	\$ 5.23	6.26

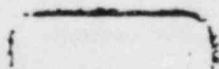
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Technical
Clerical
(Non-Exempt)

6	\$ 6.74	\$ 8.10	\$ 9.45
5	\$ 6.00	\$ 7.20	\$ 8.39
4	\$ 5.36	\$ 6.42	\$ 7.49
3	\$ 4.78	\$ 5.74	\$ 6.71
2	\$ 4.29	\$ 5.16	\$ 6.03
1	\$ 3.84	\$ 4.61	\$ 5.39

Standard Payroll Rates are subject to review and changes annually.

Premium payment made by Consultant to non-exempt employees for overtime work, will be billed without fringe benefits and without applying the multiplier. "Premium payment" refers to the extra pay over and about straight time pay, which non-exempt employees are paid for each hour of overtime work (the charge for each hour of overtime, exclusive of the premium payment, shall be in accordance with previous sections).

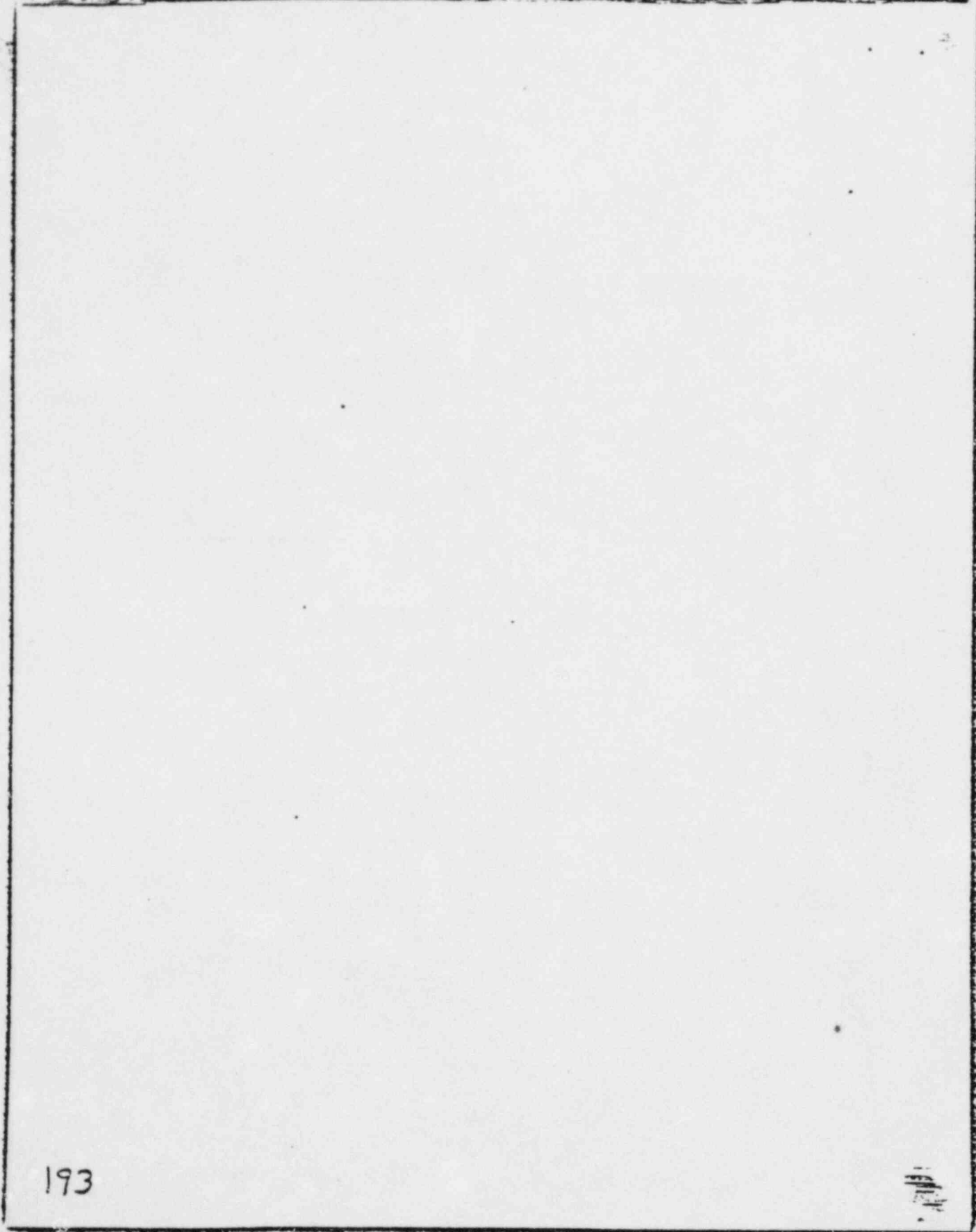
4. Characteristic Position Titles

Payroll Grade

29	Engineer VIII, Project Manager IV, Construction Manager IV
28	Engineer VII, Project Manager III, Project Engineer IV, Construction Manager III
27	Engineer VI, Project Manager II, Project Engineer III, Construction Engineer VI
26	Engineer V, Project Manager I, Project Engineer II, Construction Engineer V
25	Engineer IV, Project Engineer I, Squad Leader II, Quality Specialist V
24	Engineer III, Squad Leader I, Technical Writer IV, Quality Specialist IV
23	Engineer II, Technical Writer III, Specification Writer IV, Quality Specialist III
22	Engineer I, Technical Writer II, Specification Writer III, Quality Specialist II
21	Specification Writer II, Quality Specialist I

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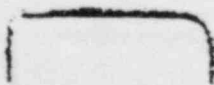
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Payroll Grade

16	Checker, Designer, Designer/Drafting, Engineer Technician V
15	Draftsman IV, Engineer Technician IV
14	Draftsman III, Engineer Technician III, Model Builder III
13	Draftsman II, Engineer Technician II, Model Builder II, Laboratory Technician III
12	Draftsman I, Engineer Technician I, Model Builder I, Laboratory Technician II
11	Model Builder Apprentice, Laboratory Technician I
6	Technical Writer I, Specification Writer I
5	Engineering Aide C
4	Vari-Typist C, Secretary B, Terminal Operator B
3	Engineer Clerk B, Secretary A, Stenographer B, Vari-Typist B, Terminal Operator A
2	Engineering Aide B, Engineering Clerk A, Engineering File Clerk B, Stenographer A, Vari-Typist A
1	Engineering Aide A, Engineering File Clerk A

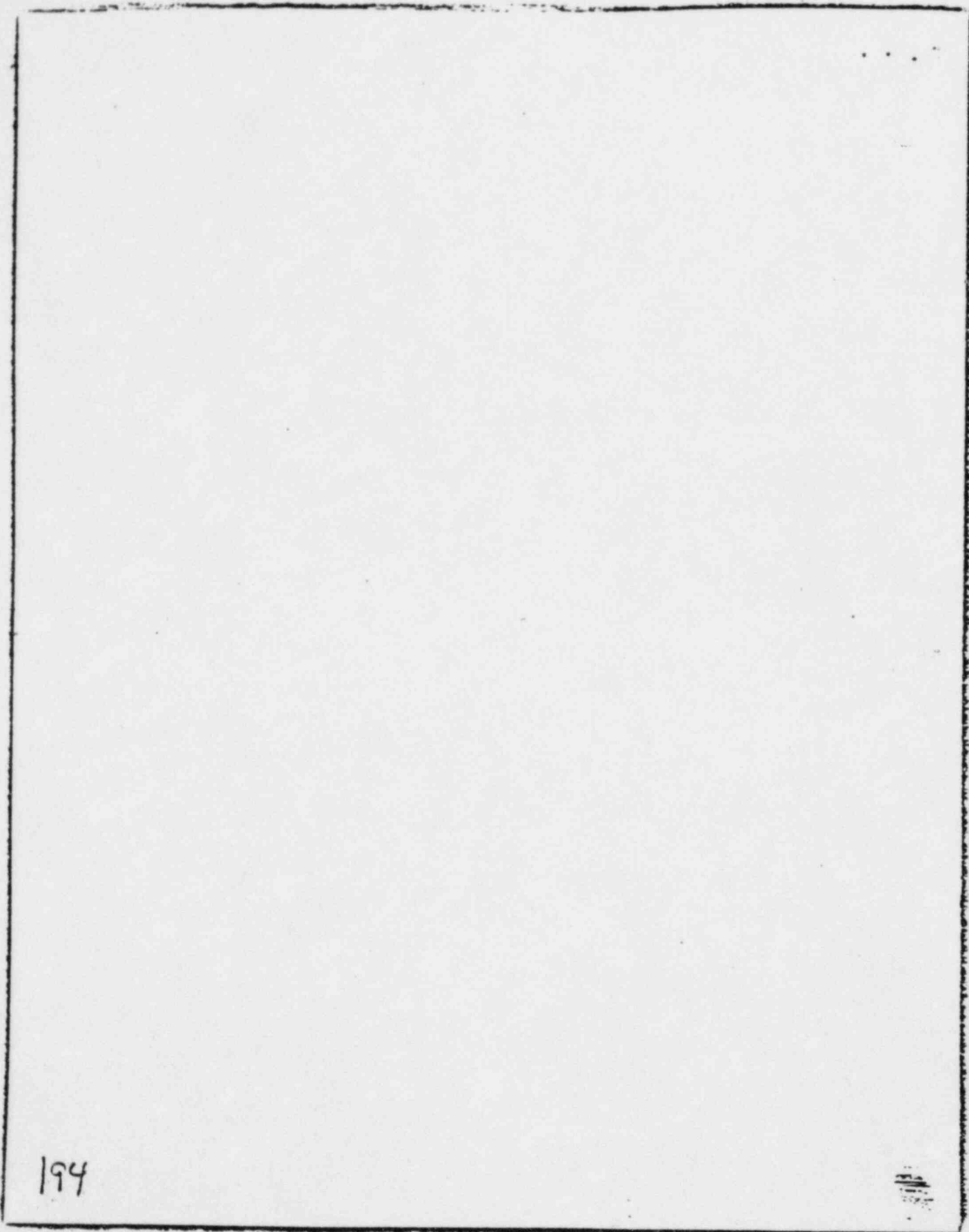
Characteristic Position Titles listed are representative and not all inclusive; they are subject to periodic review and changes.

5. Compensation for Other Items

a. Airfare (Standard Class)	At Cost*
b. Vehicles	See Attached Schedule**
c. Living Expenses (away from home office)	At Cost
d. Computer (Data Processing)	See Attached Schedule**
e. Reproductions	See Attached Schedule**

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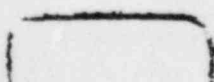
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- f. Communications (long distance telephone, telegraph, telex, etc.) At Cost
- g. Miscellaneous Project Expenses At Cost

*If Consultant's corporate aircraft are utilized during the course of the work — See Attached Schedule**

**These rates are intended to be equivalent to those rates charged by commercial establishments, and are no higher than the rates charged to other clients for similar services. Periodically Consultant will test the market to ascertain whether such rates are equivalent to those rates charged by commercial establishments, and will make such information available to Client.

6. Compensation for Subcontracts

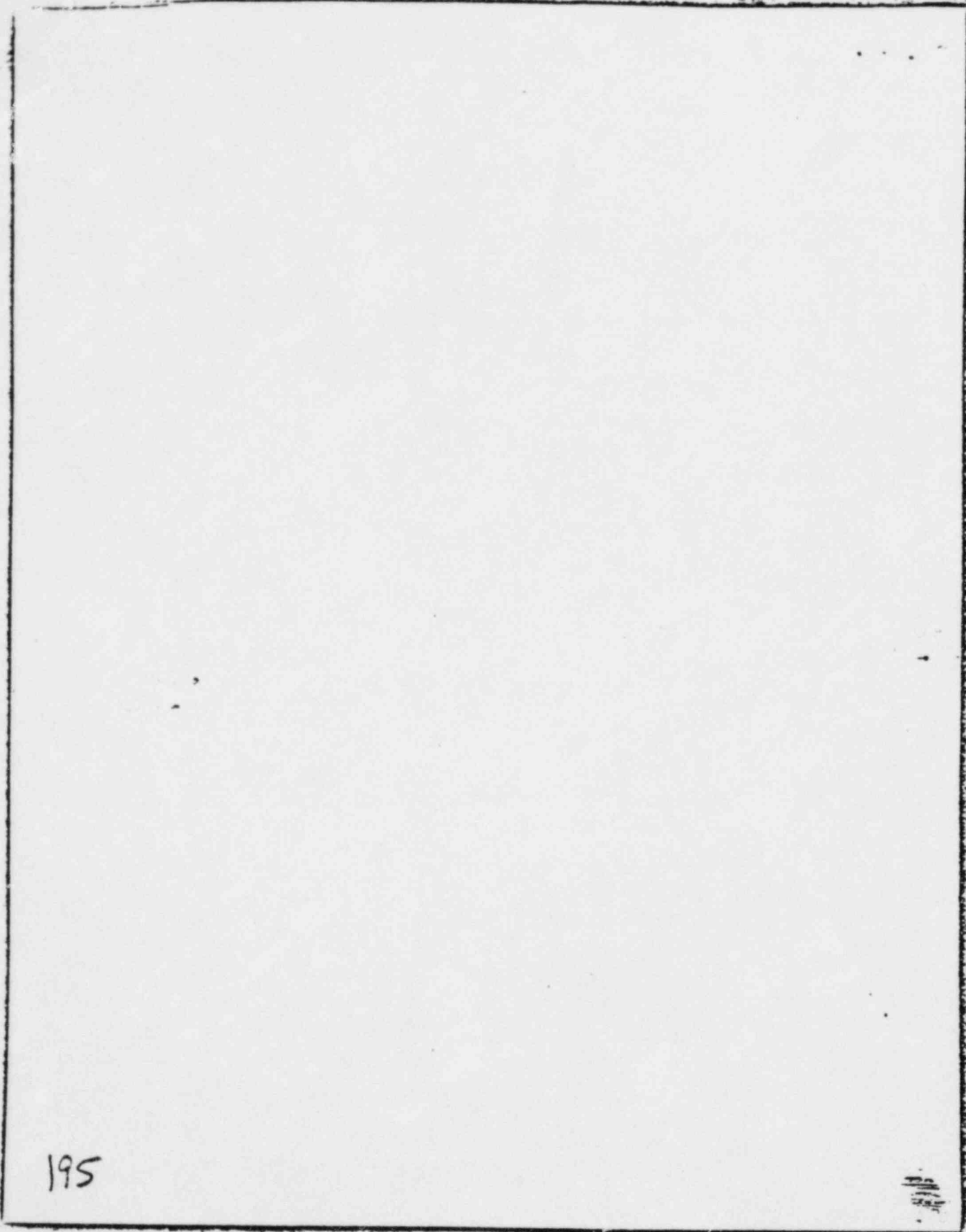
For the services of prior Client-approved outside consultants or specialists whose expertise is required within the scope of Consultant's work, the cost of such services to Consultant plus ten percent (10%).

For the services of prior Client-approved outside consultants or specialists whose expertise is outside the scope of Consultant's work and/or who are retained by Consultant as a convenience to Client, the cost of such services to Consultant plus three percent (3%).

The out-of-pocket expenses incurred by or associated with such outside consultants or specialists, without mark-up by Consultant.

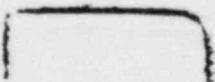
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GILBERT COMMONWEALTH
GREEN HILLS DATA CENTER
DATA PROCESSING PRICES
EFFECTIVE MAY 6, 1977

COMPUTING EQUIPMENT

IBM 270/138 SYSTEM RESOURCE UNIT (SRU)	1375.00
REMOTE BATCH TERMINAL, 2200 SPS LINE	45.00 PER HOUR
REMOTE BATCH TERMINAL, 4800 SPS LINE	45.00 PER HOUR
CATHODE RAY TUBE TERMINAL, 150 CTR, WITHOUT OPERATOR	1.00 PER HOUR
TELETYPE TERMINAL, WITHOUT OPERATOR	1.00 PER HOUR
KEYBOARD-PRINTER TERMINAL, WITHOUT OPERATOR	1.00 PER HOUR
COMMUNICATION PORT, 110 TO 480 SPS, DIAL	1.00 PER HOUR
COMMUNICATION PORT, 1200 TO 2800 SPS, DIAL	10.00 PER HOUR
CARD READER	1.00 PER M CARDS
CARD PUNCHES	4.00 PER M CARDS
PRINTING ON 14 7/8 x 8 1/2 STOCK PAPER, SINGLE PART, NORMAL PRINT TRAIL	1.00 PER M LINES
SURCHARGES FOR PRINTING:	
TEXT PRINT TRAIL	1.00 PER M LINES
14 7/8 x 8 1/2 STOCK PAPER, SINGLE PART	NO CHARGE
14 7/8 x 11 STOCK PAPER, SINGLE PART	0.01 PER PAGE
ADDITIONAL PARTS, 14 7/8 x 8 1/2 OR 14 7/8 x 11 STOCK PAPER, PER PART	0.01 PER PAGE
ON-LINE DISK STORAGE (UP TO 1326 BYTES PER TRACK)	
WITH DAILY TAPE BACKUP	0.015 PER TRACK DAY
WITH WEEKLY TAPE BACKUP	0.01 PER TRACK DAY
WITH MONTHLY TAPE BACKUP	0.005 PER TRACK DAY
DATA BASE FILES (1140 BYTES PER TRACK)	0.01 PER TRACK DAY
OFF-LINE STORAGE	
DISK, PARTIAL PACE (UP TO 1326 BYTES PER TRACK)	
WITH WEEKLY TAPE BACKUP	0.005 PER TRACK DAY
WITH MONTHLY TAPE BACKUP	0.004 PER TRACK DAY
WITH NO TAPE BACKUP	0.003 PER TRACK DAY
DISK, ENTIRE 100 MILLION CHARACTER PACE	
WITH WEEKLY TAPE BACKUP	0.005 PER PACE PER MONTH
WITH MONTHLY TAPE BACKUP	0.004 PER PACE PER MONTH
WITH NO TAPE BACKUP	0.003 PER PACE PER MONTH
DISK, ENTIRE 200 MILLION CHARACTER PACE	
WITH WEEKLY TAPE BACKUP	0.005 PER PACE PER MONTH
WITH MONTHLY TAPE BACKUP	0.004 PER PACE PER MONTH
WITH NO TAPE BACKUP	0.003 PER PACE PER MONTH
TAPE STORAGE OF USER OWNED TAPES, ON STANDARD VOLUME SERIAL NUMBERS	
	0.02 PER DAY
TAPE STORAGE OF USER OWNED TAPES, NON-STANDARD	
	0.03 PER DAY
TAPE RENTAL	
ON STANDARD VOLUME SERIAL NUMBERS	0.10 PER DAY
NON-STANDARD	0.15 PER DAY
TAPE PURCHASE	
UP TO 400 FT. TAPES	0.05 PER TAPE
OVER 400 FT. TAPES	0.08 PER TAPE
UNIT RECORD EQUIPMENT	
KEYPUNCH MACHINES WITHOUT OPERATOR	NO CHARGE
23 KEYPUNCH WITH OPERATOR	0.02 PER HOUR
123 KEYPUNCH VERIFIED WITH OPERATOR	1.00 PER HOUR
KEYDISK DATA ENTRY	1.00 PER HOUR
325 KEYPUNCH WITH OPERATOR	0.02 PER HOUR
662 SORTER WITH OPERATOR	1.00 PER HOUR
36 INCH DRUM PLOTTER	0.05 PER HOUR

NOTES:

$$M = \frac{1}{2000} (1.5 \text{ CPS} + 1.0 \text{ CPS} + 0.5 \text{ CPS} + 0.2 \text{ CPS} + 0.1 \text{ CPS} + 0.05 \text{ CPS} + 0.02 \text{ CPS} + 0.01 \text{ CPS})$$

WHERE:

CPS	CENTRAL PROCESSING TIME, SECONDS
M	MEMORY USED, IN UNITS OF 8384 BYTES
N ₁	NUMBER OF DISK EXECUTIVE OR CONTROL PROGRAM COMMANDS ISSUED
N ₂	NUMBER OF TAPE ESCAPS
N ₃	NUMBER OF TAPE CARTRIDGE READER ESCAPS
N ₄	NUMBER OF PRINT ESCAPS
N ₅	NUMBER OF CARD READ ESCAPS
N ₆	NUMBER OF CARD PUNCH ESCAPS

MACHINE RATES QUOTED ABOVE INCLUDE OPERATOR, MACHINE RENTAL AND NORMAL SUPPLIES. MINIMUM CHARGE IS 15 MINUTES PER MONTH PER MACHINE USED EXCEPT 270/138 WHERE MINIMUM CHARGE WILL BE \$25.00. NO MINIMUM WILL BE CHARGED WHEN MACHINE IS NOT USED DURING MONTH.
VOLUME DISCOUNTS WILL APPLY TO BATCH COMPUTER PROCESSING ONLY, EXCLUSIVE OF ANY PROGRAM USE CHARGES, AS FOLLOWS:

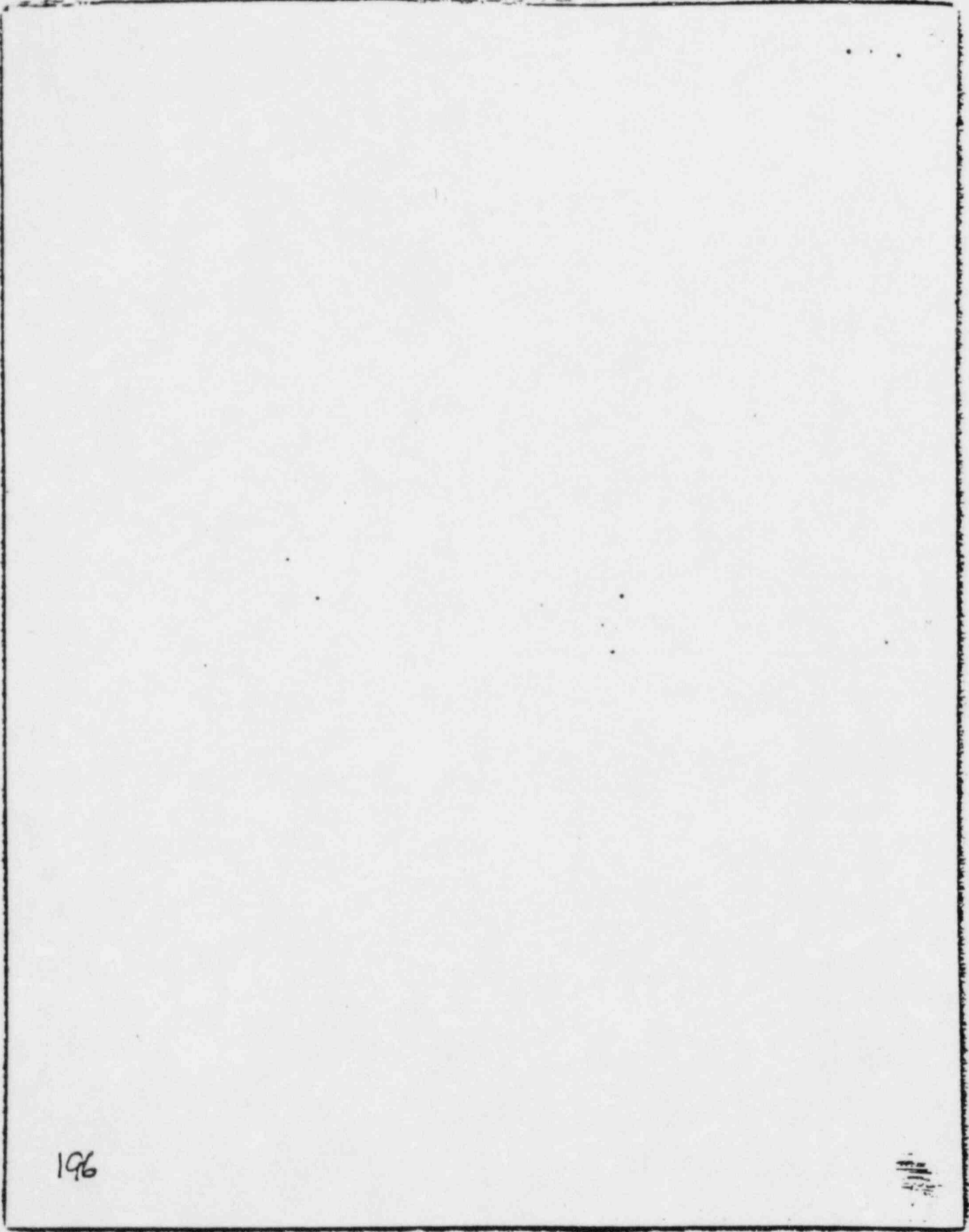
MONTHLY VOLUME AMOUNT	DISCOUNT AMOUNT
\$ 0-1000	0%
1001-10000	3% OF AMOUNT OVER 1000
10001-20000	\$ 225 + 10% OF AMOUNT OVER 10000
OVER 20000	\$ 1250 + 15% OF AMOUNT OVER 20000

THERE WILL BE A CHARGE FOR USE OF OUR PROGRAMS BASED UPON DEVELOPMENT, ACQUISITION AND/OR MAINTENANCE COSTS. SPECIAL SUPPLIES (CUSTOM FORMS, ETC.) WILL BE FURNISHED AT COST PLUS 10%. CUSTOM PROGRAMMING AND DEBUGGING LABOR AVAILABLE AT HOURLY RATES. RATES SUBJECT TO CHANGE.

REV. 5. 5/77

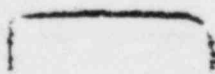
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NOTICE

The following Rate Schedules are effective as of May 1, 1976.
However, they are subject to periodic revision by
Gilbert/Commonwealth.

Rate Schedule For Reprographic Services

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OFFSET (20 LB. BOND)

Black Ink:

COPIES PER MASTER	RATE PER SHEET*		
	8-1/2 x 11	11 x 17	17 x 22 (1)
Minimum Charge	\$1.00	\$2.00	\$15.00
First 50	.07	.09	.30
Next 450	.015	.02	.08
Balance	.0075	.012	.03

BLACK OFFSET TWO SIDES - DOUBLE THE ABOVE COST

*On other than 20 lb. bond, price will be Printing Rate plus Cost differential of paper. Other than plate ready copy, add negative cost below.

COLOR PRINTING

Multiply the black printing cost by the number of colors required. Each printed color other than black will have an additional press charge of \$8.00.

(1) Since there are too many variables involved in 17 x 22 color printing, job estimates will be furnished on request.

OFFSET NEGATIVES

8-1/2" x 11"	\$3.00
11" x 17"	4.50
Halftones (Up to 8-1/2" x 11")	6.50

BINDERY

Collating	\$4.00 per thousand sheets
Drilling, Folding, or Scoring	2.25 per thousand sheets
Padding or Stapling	1.00 per thousand sheets
Laminating	8-1/2 x 11 \$2.00 ea. 11 x 17 \$3.00 ea.
GBC Punching (Excluding Binders)	5.00 per thousand sheets

SPIRIT DUPLICATOR COPY Any Quantity \$07

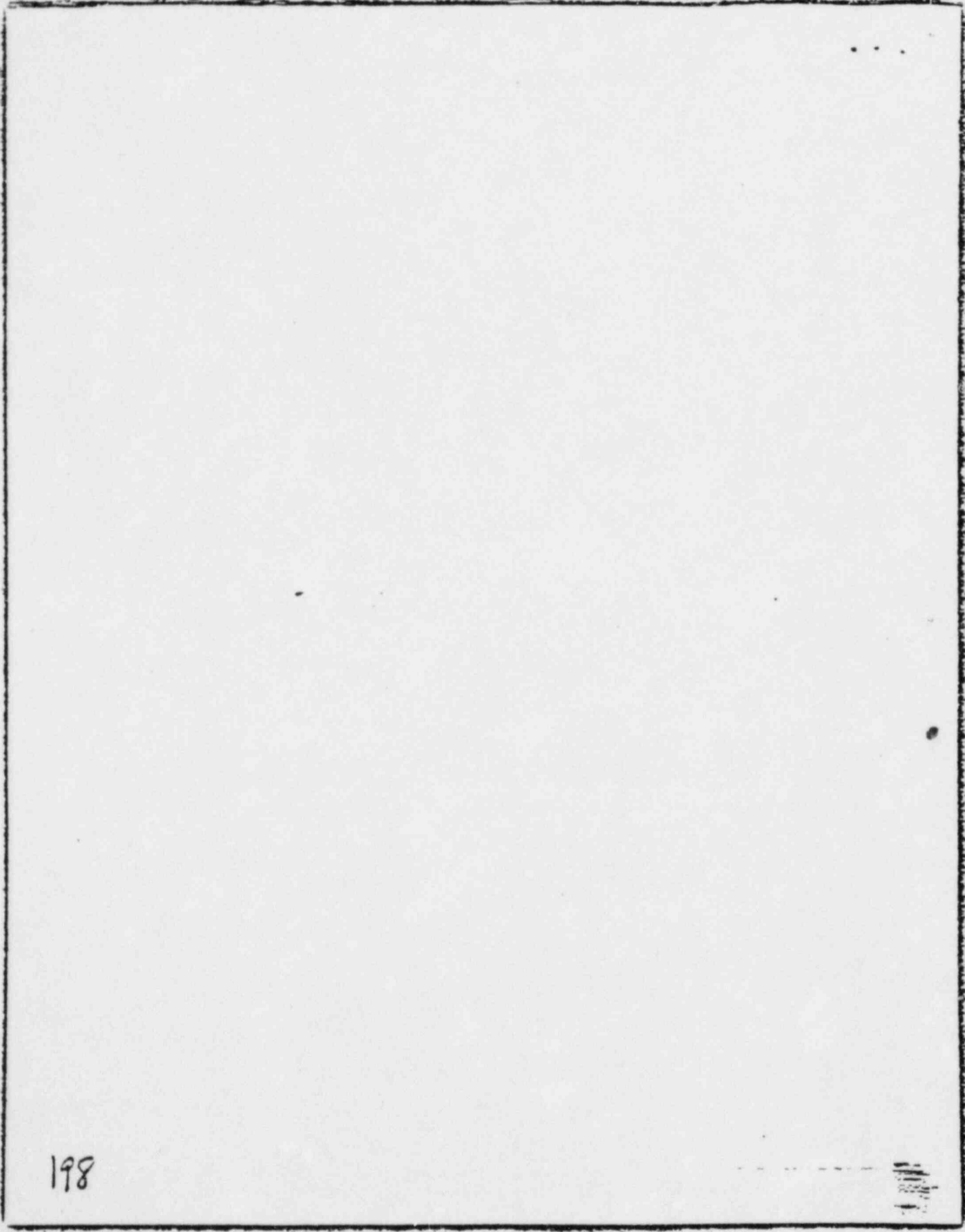
ELECTROSTATIC (XEROX COPY) Per Unit \$07 11 x 17 \$14

1860 REDUCED COPY 18" WIDE (PER RUNNING FT) \$50

Chart/Comments

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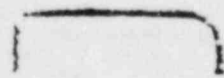
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CONTACT REPRODUCTIONS*

RATE PER SQUARE FOOT

Blue Line Prints			\$ 0.07
Blue Line Folding			.01
Sepia Line Prints			.40
DuPont Crystals			1.00
Diazo Mylar Film			1.00
Auto Positives			1.10
Paper Positives			1.10
** Contact Negatives	(From Positives)	.004	2.00
** Contact Positives	(From Negatives)	.004	2.00
** Contact Wash-Off	(Mylar Base)	.004	2.00
** Direct Positive	(Clear or Metal)	.004	2.00
** Direct Positive	(Clear or Metal)	.007	2.25
Cronaque		.007	2.50
Continuous Tone Prints on Paper			3.00
Scotch Cal	10" x 12"		6.00 ea.
Color Key	8-1/2" x 11"		3.00 ea.

CAMERA REPRODUCTIONS* (MINIMUM CHARGE \$5.00)

RATE PER SQUARE FOOT

Film Negative or Positive	.004	\$ 3.25
	.007	3.75
Film Negative, Cont. Tone	.004	4.00
Duplicating Film	.004	4.00
Projection Wash-Off	.004	4.00
Cronaque	.007	4.00
Enlargements on Paper		2.25
PMT, Paper Positive		2.00
PMT, Film Positive		2.50

MICROFILMING

RATE EACH

35mm Camera Cards	\$.38
35mm Diazo Duplicates	.07
***16mm Rotary Microfilming (per thousand)	14.00
***16mm Silver Dupe Roll (100')	7.00
***16mm Diazo Dupe Roll (100')	5.50
***16mm Mount in 3M Cartridge	2.50
18" x 24" Microfilm Blow Backs	.50

DIAGRAMMER

Film Formatting and Processing including material \$2.10 Per Sq. Ft.

* Stripping, Opaquing and Overtime required for short turnaround (by prior written authorization) will be billed at an hourly rate of \$8.00/manhour.

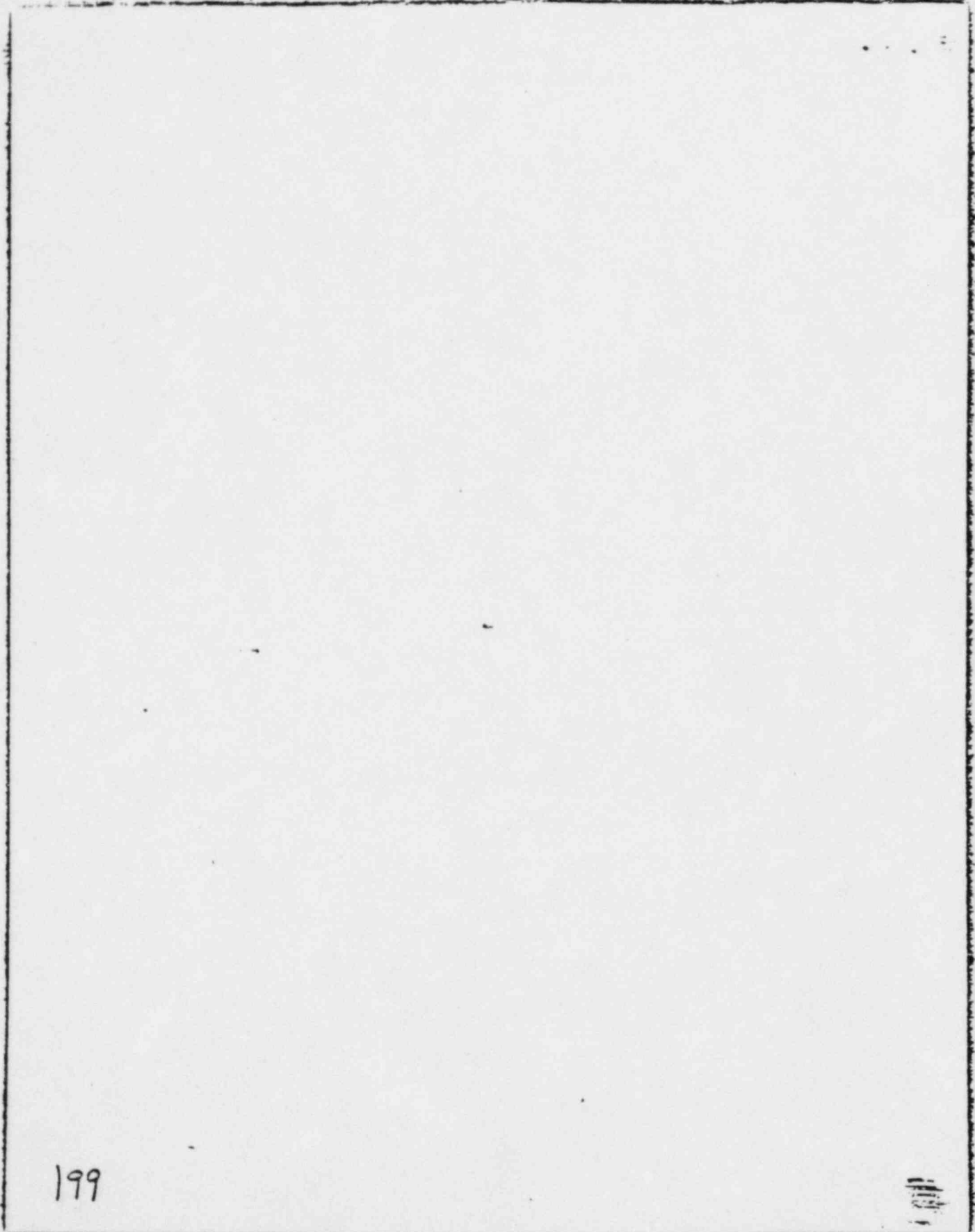
** A 10% discount will be applicable on these items.

*** New service available February 1, 1977.

Class/Comments

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RATES FOR VEHICLES AND CORPORATE AIRCRAFT

COMPANY VEHICLES -

\$12.00 per day plus 12¢/mile

GAI EMPLOYEE VEHICLES USED IN CLIENT'S INTEREST -

\$.18/mile

RENTAL VEHICLES (Hertz, Avis, National, Etc.)

Our Cost with No Mark-Up

CORPORATE AIRCRAFT -

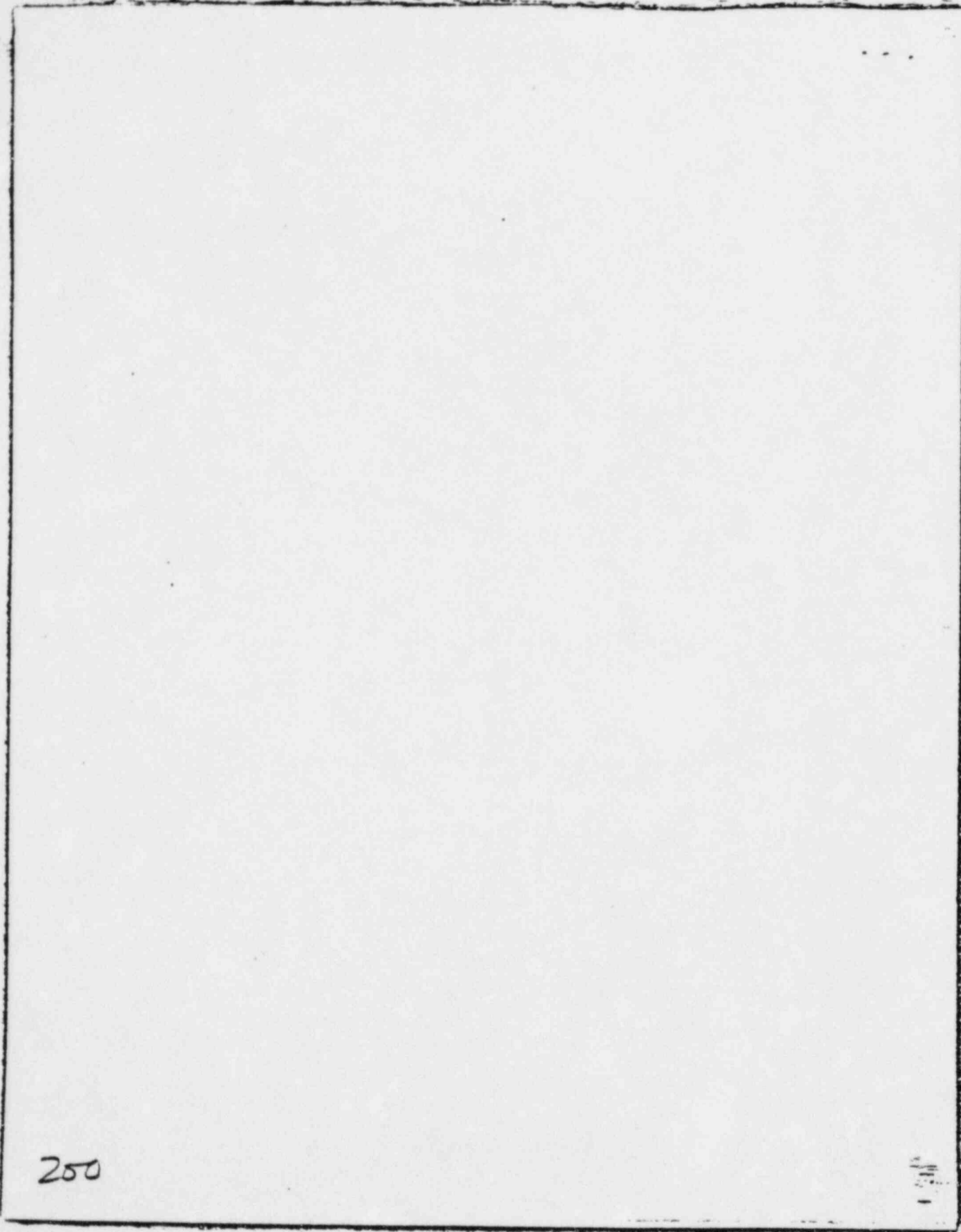
\$50.00 per flight hour per person

Effective July 2, 1977

Subject to periodic revision by Gilbert/Commonwealth.

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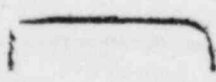
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