

Duquesne Light Company

Beaver Valley Power Station
P.O. Box 4
Shippingport, PA 15077-0004

JOHN D. SIEBER
Senior Vice President and
Chief Nuclear Officer
Nuclear Power Division

(412) 393-5255
Fax (412) 643-8069

February 26, 1993

U. S. Nuclear Regulatory Commission
Attn: Document Control Desk
Washington, DC 20555

**Subject: Beaver Valley Power Station, Unit No. 2
Docket No. 50-412, License No. NPF-73
Refinancing of Sale and Leaseback Transactions**

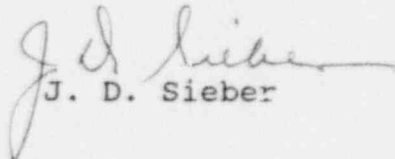
The following documents are provided in response to
Mr. De Agazio's letter of January 8, 1993:

Enclosure 1: The Duquesne Light Company lease amendments related
to the November 20, 1992 notification.

Enclosure 2: The Ohio Edison lease amendments related to the
November 3, 1992 notification.

If you have any questions, please contact Mr. Steve Sovick at
(412) 393-5211.

Sincerely,


J. D. Sieber

cc: Mr. L. W. Rossbach, Sr. Resident Inspector
Mr. T. L. Martin, NRC Region I Administrator
Mr. G. E. Edison, Project Manager
Mr. David R. Lewis (Shaw, Pittman, Potts and Trowbridge)

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ENCLOSURE 1

Seven (7) Duquesne Light Company Lease Amendments
(November 20, 1992 Notification)

00904

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CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Beaver Valley Leasing Corporation,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1318, Page 807 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 241 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
[Illegible]

BOOK ACKNOWLEDGMENT
NATIONWIDE INFORMATION
62 JAMES ST.
ALBANY N.Y. 12207

[I.D. O.P. B. V. LEASING]

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with Beaver Valley Leasing Corporation (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the percentage of Facility Cost set forth on such Basic

[I.D. O.P. B. V. LEASING]

Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: "the Reimbursement Agreement or the Refinancing Agreement".

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

"if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in

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accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

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IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Beaver
Valley Leasing Corporation

By: 

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: 

Date: December 8, 1992

Gary L. Schwartz
Vice President, Finance,
and Chief Financial Officer


STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

MISC 1519 PG021

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWARTZ, its Vice President FINANCE who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.


JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993
Notary Public

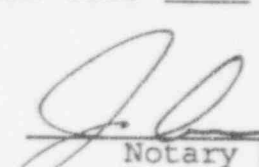
My Commission Expires June 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK McEwen, its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.


JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993
Notary Public

My Commission Expires June 24, 1993

MISC1519 PG022

SCHEDULE 1
TO
AMENDMENT NO. 2

SCHEDULE OF BASIC RENT PAYMENTS

<u>Date</u>	<u>Percentage of Facility Cost</u>	<u>Date</u>	<u>Percentage of Facility Cost</u>
Jun 1 1988	5.0548798	Jun 1 2003	6.6668298
Dec 1 1988	5.0548798	Dec 1 2003	3.7737120
Jun 1 1989	5.0548798	Jun 1 2004	6.7550670
Dec 1 1989	5.0548798	Dec 1 2004	3.6854748
Jun 1 1990	5.0548798	Jun 1 2005	6.8466743
Dec 1 1990	5.0548798	Dec 1 2005	3.5938675
Jun 1 1991	5.0548798	Jun 1 2006	6.9453848
Dec 1 1991	5.0548798	Dec 1 2006	3.4951571
Jun 1 1992	5.0548798	Jun 1 2007	7.0454072
Dec 1 1992	5.0548798	Dec 1 2007	3.3951346
Jun 1 1993	4.9845402	Jun 1 2008	6.9489452
Dec 1 1993	3.5704511	Dec 1 2008	3.4915966
Jun 1 1994	3.5965292	Jun 1 2009	6.3867867
Dec 1 1994	4.9584621	Dec 1 2009	4.0537551
Jun 1 1995	3.5455756	Jun 1 2010	6.4461040
Dec 1 1995	5.0094157	Dec 1 2010	3.9944378
Jun 1 1996	3.4664421	Jun 1 2011	6.8091908
Dec 1 1996	5.0885492	Dec 1 2011	3.6313510
Jun 1 1997	5.1860873	Jun 1 2012	1.4729230
Dec 1 1997	3.3689040	Dec 1 2012	8.9676188
Jun 1 1998	4.5099984	Jun 1 2013	1.0845581
Dec 1 1998	4.0449929	Dec 1 2013	9.3559837
Jun 1 1999	3.3023399	Jun 1 2014	0.7800262
Dec 1 1999	5.2526514	Dec 1 2014	9.6605156
Jun 1 2000	6.3084330	Jun 1 2015	0.3937249
Dec 1 2000	3.1724275	Dec 1 2015	10.0468169
Jun 1 2001	6.4519834	Jun 1 2016	0.0000000
Dec 1 2001	3.0288771	Dec 1 2016	10.4405418
Jun 1 2002	6.0716298	Jun 1 2017	5.2202709
Dec 1 2002	3.4092307		

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SCHEDULE 2
TO
AMENDMENT NO. 2

SCHEDULE OF CASUALTY VALUES

<u>Date</u>	<u>Percentage of Facility Cost</u>	<u>Date</u>	<u>Percentage of Facility Cost</u>
Dec 1 1987	105.37156	Dec 1 2002	107.94580
Jun 1 1988	106.50859	Jun 1 2003	104.44510
Dec 1 1988	108.18846	Dec 1 2003	103.73268
Jun 1 1989	109.73074	Jun 1 2004	100.02269
Dec 1 1989	111.15294	Dec 1 2004	99.27312
Jun 1 1990	112.45555	Jun 1 2005	95.34445
Dec 1 1990	113.65734	Dec 1 2005	94.55433
Jun 1 1991	114.75561	Jun 1 2006	90.39281
Dec 1 1991	115.74287	Dec 1 2006	89.56180
Jun 1 1992	116.61108	Jun 1 2007	85.15938
Dec 1 1992	117.36931	Dec 1 2007	84.28141
Dec 8 1992	118.27406	Jun 1 2008	79.82483
Jun 1 1993	122.33956	Dec 1 2008	78.71198
Dec 1 1993	123.11088	Jun 1 2009	74.65512
Jun 1 1994	123.74327	Dec 1 2009	72.87316
Dec 1 1994	122.89864	Jun 1 2010	68.59414
Jun 1 1995	123.31692	Dec 1 2010	66.70820
Dec 1 1995	122.14588	Jun 1 2011	61.89709
Jun 1 1996	122.35964	Dec 1 2011	60.19669
Dec 1 1996	120.90988	Jun 1 2012	60.50435
Jun 1 1997	119.31016	Dec 1 2012	53.40485
Dec 1 1997	119.46884	Jun 1 2013	53.90667
Jun 1 1998	118.49205	Dec 1 2013	46.23883
Dec 1 1998	117.94395	Jun 1 2014	46.92899
Jun 1 1999	118.14448	Dec 1 2014	38.87194
Dec 1 1999	116.40087	Jun 1 2015	39.94776
Jun 1 2000	113.60784	Dec 1 2015	31.53878
Dec 1 2000	113.82660	Jun 1 2016	33.01795
Jun 1 2001	110.77256	Dec 1 2016	24.26170
Dec 1 2001	111.00589	Jun 1 2017	20.00000
Jun 1 2002	108.20365		

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SCHEDULE 3
TO
AMENDMENT NO. 2

SCHEDULE OF SPECIAL CASUALTY VALUES

<u>Date</u>	<u>Percentage of Facility Cost</u>	<u>Date</u>	<u>Percentage of Facility Cost</u>
Dec 1 1987	103.69795	Dec 1 2002	103.79238
Jun 1 1988	104.78350	Jun 1 2003	100.16391
Dec 1 1988	106.41031	Dec 1 2003	99.31979
Jun 1 1989	107.89789	Jun 1 2004	95.47405
Dec 1 1989	109.26370	Dec 1 2004	94.58456
Jun 1 1990	110.50819	Jun 1 2005	90.51166
Dec 1 1990	111.65008	Dec 1 2005	89.57287
Jun 1 1991	112.68660	Jun 1 2006	85.25811
Dec 1 1991	113.61021	Dec 1 2006	84.26915
Jun 1 1992	114.41282	Jun 1 2007	79.70391
Dec 1 1992	115.10343	Dec 1 2007	78.65813
Dec 8 1992	116.00551	Jun 1 2008	74.02857
Jun 1 1993	120.00397	Dec 1 2008	72.73740
Dec 1 1993	120.70344	Jun 1 2009	68.49676
Jun 1 1994	121.26178	Dec 1 2009	66.52536
Dec 1 1994	120.34081	Jun 1 2010	62.05106
Jun 1 1995	120.68041	Dec 1 2010	59.96384
Dec 1 1995	119.42826	Jun 1 2011	54.94526
Jun 1 1996	119.55843	Dec 1 2011	53.03101
Dec 1 1996	118.02249	Jun 1 2012	53.11824
Jun 1 1997	116.33395	Dec 1 2012	45.79153
Dec 1 1997	116.40107	Jun 1 2013	46.05914
Jun 1 1998	115.32992	Dec 1 2013	38.14990
Dec 1 1998	114.68454	Jun 1 2014	38.59123
Jun 1 1999	114.78481	Dec 1 2014	30.27769
Dec 1 1999	112.93785	Jun 1 2015	31.08913
Jun 1 2000	110.03828	Dec 1 2015	22.40764
Dec 1 2000	110.14724	Jun 1 2016	23.60592
Jun 1 2001	106.98001	Dec 1 2016	14.56014
Dec 1 2001	107.09668	Jun 1 2017	10.00000
Jun 1 2002	104.17418		

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SCHEDULE 4
TO
AMENDMENT NO. 2

SCHEDULE OF MODIFIED SPECIAL CASUALTY VALUES

<u>Date</u>	<u>Percentage of Facility Cost</u>	<u>Date</u>	<u>Percentage of Facility Cost</u>
Dec 1 1987	22.31343	Dec 1 2002	33.56507
Jun 1 1988	23.93039	Jun 1 2003	33.06643
Dec 1 1988	24.95154	Dec 1 2003	32.55596
Jun 1 1989	26.38442	Jun 1 2004	31.55583
Dec 1 1989	27.69386	Dec 1 2004	30.94984
Jun 1 1990	28.88023	Jun 1 2005	29.89391
Dec 1 1990	29.96221	Dec 1 2005	29.24849
Jun 1 1991	30.93699	Jun 1 2006	28.13201
Dec 1 1991	31.79695	Dec 1 2006	27.44737
Jun 1 1992	32.53396	Jun 1 2007	26.26956
Dec 1 1992	33.47542	Dec 1 2007	25.54771
Dec 8 1992	34.38470	Jun 1 2008	24.29898
Jun 1 1993	35.88884	Dec 1 2008	23.75690
Dec 1 1993	34.96352	Jun 1 2009	22.22765
Jun 1 1994	35.47388	Dec 1 2009	22.37575
Dec 1 1994	35.83850	Jun 1 2010	20.09853
Jun 1 1995	36.12472	Dec 1 2010	20.26416
Dec 1 1995	36.25531	Jun 1 2011	17.85286
Jun 1 1996	36.30187	Dec 1 2011	18.04499
Dec 1 1996	36.30187	Jun 1 2012	15.75336
Jun 1 1997	36.27636	Dec 1 2012	15.86299
Dec 1 1997	36.27636	Jun 1 2013	13.27925
Jun 1 1998	36.25193	Dec 1 2013	13.40003
Dec 1 1998	36.25193	Jun 1 2014	12.32183
Jun 1 1999	35.50927	Dec 1 2014	12.63230
Dec 1 1999	35.50927	Jun 1 2015	13.17936
Jun 1 2000	33.55896	Dec 1 2015	13.87845
Dec 1 2000	33.55896	Jun 1 2016	14.19390
Jun 1 2001	33.55811	Dec 1 2016	15.29912
Dec 1 2001	33.55811	Jun 1 2017	5.22027
Jun 1 2002	33.55811		

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SCHEDULE 5
TO
AMENDMENT NO. 2

SCHEDULE OF SPECIAL TERMINATION VALUES

<u>Date</u>	<u>Percentage of Facility Cost</u>	<u>Date</u>	<u>Percentage of Facility Cost</u>
Dec 1 1987	106.20836	Dec 1 2002	110.02251
Jun 1 1988	107.37113	Jun 1 2003	106.58569
Dec 1 1988	109.07754	Dec 1 2003	105.93912
Jun 1 1989	110.64717	Jun 1 2004	102.29701
Dec 1 1989	112.09756	Dec 1 2004	101.61740
Jun 1 1990	113.42923	Jun 1 2005	97.76084
Dec 1 1990	114.66097	Dec 1 2005	97.04506
Jun 1 1991	115.79012	Jun 1 2006	92.96016
Dec 1 1991	116.80920	Dec 1 2006	92.20813
Jun 1 1992	117.71022	Jun 1 2007	87.88711
Dec 1 1992	118.50225	Dec 1 2007	87.09306
Dec 8 1992	119.40833	Jun 1 2008	82.72297
Jun 1 1993	123.50735	Dec 1 2008	81.69927
Dec 1 1993	124.31459	Jun 1 2009	77.73430
Jun 1 1994	124.98402	Dec 1 2009	76.04707
Dec 1 1994	124.17755	Jun 1 2010	71.86568
Jun 1 1995	124.63518	Dec 1 2010	70.08038
Dec 1 1995	123.50469	Jun 1 2011	65.37300
Jun 1 1996	123.76025	Dec 1 2011	63.77953
Dec 1 1996	122.35357	Jun 1 2012	64.19740
Jun 1 1997	120.79826	Dec 1 2012	57.21152
Dec 1 1997	121.00272	Jun 1 2013	57.83043
Jun 1 1998	120.07312	Dec 1 2013	50.28330
Dec 1 1998	119.57365	Jun 1 2014	51.09787
Jun 1 1999	119.82432	Dec 1 2014	43.16907
Dec 1 1999	118.13238	Jun 1 2015	44.37707
Jun 1 2000	115.39261	Dec 1 2015	36.10434
Dec 1 2000	115.66628	Jun 1 2016	37.72396
Jun 1 2001	112.66883	Dec 1 2016	29.11248
Dec 1 2001	112.96050	Jun 1 2017	25.00000
Jun 1 2002	110.21838		

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00905

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Resources Capital Financing Corporation,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1319, Page 273 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 210 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

NATIONWIDE INFORMATION
62 JAMES ST.
BANT, N.Y. 12207

[I.D. O.P. RESOURCES CAPITAL]

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W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the

[I.D. O.P. RESOURCES CAPITAL]

percentage of Facility Cost set forth on such Basic Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement".

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby

replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this

Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

MISC.		13.00
WRIT TAX		0.50
EXTRA PAGE	8X 2.00a	16.00
SUBTL		29.50
TOTAL		29.50
CHECK		29.50
CHANGE		0.00
ITEM 10		
12-29-92 TUE #1	2CL	8604 11:0511

MISC1519 PG032

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Resources
Capital Financing Corporation

By: 

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: 

Date: December 8, 1992

Vice President,
and Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

MISC1519 PG033

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWASS, its VICE PRESIDENT Finance, who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December, 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK MCENROE its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December, 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

[I.D. O.P. RESOURCES CAPITAL]

SCHEDULE 1

TO LEASE

PSRC

MISC1519 PG034

BASIC RENT PAYMENTS

BASIC RENT PAYMENT DATE	PERCENTAGE OF FACILITY COST
12 1 1992	5.05487984%
6 1 1993	4.38627887%
12 1 1993	3.83063187%
6 1 1994	4.77590669%
12 1 1994	3.44100405%
6 1 1995	4.83680530%
12 1 1995	3.38010544%
6 1 1996	5.27812865%
12 1 1996	4.93878209%
6 1 1997	4.91428040%
12 1 1997	3.30263034%
6 1 1998	4.49771890%
12 1 1998	3.71919184%
6 1 1999	3.33973777%
12 1 1999	4.87717297%
6 1 2000	5.82735315%
12 1 2000	3.28010652%
6 1 2001	5.94184244%
12 1 2001	3.16561722%
6 1 2002	6.31020617%
12 1 2002	2.79725351%
6 1 2003	6.39271029%
12 1 2003	2.71474939%
6 1 2004	7.08872537%
12 1 2004	2.71230539%
6 1 2005	6.78459893%
12 1 2005	3.01643382%
6 1 2006	6.85873068%
12 1 2006	2.94130008%
6 1 2007	6.93952155%
12 1 2007	2.86150920%
6 1 2008	7.02579645%
12 1 2008	2.77523431%
6 1 2009	7.14620024%
12 1 2009	2.65483052%
6 1 2010	7.23351111%
12 1 2010	2.56751964%
6 1 2011	7.28811272%
12 1 2011	2.51291803%
6 1 2012	8.60308683%
12 1 2012	1.19794392%
6 1 2013	8.75091669%
12 1 2013	1.06011406%
6 1 2014	8.16388026%
12 1 2014	1.63715049%
6 1 2015	9.57070829%
12 1 2015	0.23032247%
6 1 2016	4.06287766%
12 1 2016	5.73815310%
6 1 2017	4.90051537%

MISC1519 PG035

SCHEDULE 2

TO LEASE

F58.C

SCHEDULE OF CASUALTY VALUES

BASIC RENT PAYMENT DATE	PERCENTAGE OF FACILITY COST
12 1 1992	114.57989630%
6 1 1993	113.48892841%
12 1 1993	113.79134143%
6 1 1994	113.05716556%
12 1 1994	113.50555343%
6 1 1995	112.45831292%
12 1 1995	112.69409682%
6 1 1996	112.91583133%
12 1 1996	111.35133930%
6 1 1997	109.70617862%
12 1 1997	109.61615826%
6 1 1998	108.33469596%
12 1 1998	107.80155290%
6 1 1999	107.66444922%
12 1 1999	106.03056309%
6 1 2000	103.43847435%
12 1 2000	103.23321491%
6 1 2001	100.38501593%
12 1 2001	100.21706144%
6 1 2002	96.92721318%
12 1 2002	97.03651368%
6 1 2003	93.60085157%
12 1 2003	93.71219407%
6 1 2004	89.50462621%
12 1 2004	89.51516196%
6 1 2005	85.50504575%
12 1 2005	85.12508494%
6 1 2006	80.83384690%
12 1 2006	80.52045552%
6 1 2007	76.14067996%
12 1 2007	75.89562392%
6 1 2008	71.11821333%
12 1 2008	70.64540697%
6 1 2009	65.83425352%
12 1 2009	65.36441750%
6 1 2010	60.35268174%
12 1 2010	59.85272402%
6 1 2011	54.67223075%
12 1 2011	54.11247411%
6 1 2012	47.50493858%
12 1 2012	46.09078329%
6 1 2013	41.28719575%
12 1 2013	41.90105517%
6 1 2014	35.57103734%
12 1 2014	35.59131658%
6 1 2015	27.78411284%
12 1 2015	29.17366468%
6 1 2016	26.97043926%
12 1 2016	23.23360372%
6 1 2017	20.00000000%

MISC1519 PG036

SCHEDULE 3

TO LEASE

PERC

SCHEDULE OF SPECIAL CASUALTY VALUES

BASIC RENT PAYMENT DATE	PERCENTAGE OF FACILITY COST
12 1 1992	114.22110012%
6 1 1993	113.10590867%
12 1 1993	113.38138529%
6 1 1994	112.61837889%
12 1 1994	113.03590827%
6 1 1995	111.95563933%
12 1 1995	112.15607202%
6 1 1996	112.34006920%
12 1 1996	110.73497888%
6 1 1997	109.04647181%
12 1 1997	108.91005668%
6 1 1998	107.57893681%
12 1 1998	106.98264393%
6 1 1999	106.79865263%
12 1 1999	105.10387816%
6 1 2000	102.44661903%
12 1 2000	102.17160601%
6 1 2001	99.24874783%
12 1 2001	99.00088384%
6 1 2002	95.62550621%
12 1 2002	95.64326238%
6 1 2003	92.10961798%
12 1 2003	92.11608743%
6 1 2004	87.79627118%
12 1 2004	87.68666451%
6 1 2005	83.54795672%
12 1 2005	83.03036093%
6 1 2006	78.69180856%
12 1 2006	78.12074276%
6 1 2007	73.57220411%
12 1 2007	72.94651648%
6 1 2008	68.17577116%
12 1 2008	67.49603351%
6 1 2009	62.46339606%
12 1 2009	61.75649987%
6 1 2010	56.49103236%
12 1 2010	55.71949885%
6 1 2011	50.24833086%
12 1 2011	49.37745739%
6 1 2012	42.43692532%
12 1 2012	42.66635504%
6 1 2013	35.48128715%
12 1 2013	35.68863809%
6 1 2014	28.91979693%
12 1 2014	28.47231858%
6 1 2015	20.16446155%
12 1 2015	21.01815095%
6 1 2016	18.24137765%
12 1 2016	13.89065912%
6 1 2017	10.00000000%

MISC 1519 PG 037

SCHEDULE 4

TO LEASE

PRRC

SCHEDULE OF MODIFIED SPECIAL CASUALTY VALUES

BASIC RENT PAYMENT DATE	PERCENTAGE OF FACILITY COST
12 1 1992	34.48678158%
6 1 1993	34.52659636%
12 1 1993	34.16830424%
6 1 1994	34.80113761%
12 1 1994	35.32907879%
6 1 1995	35.65087741%
12 1 1995	35.95331579%
6 1 1996	36.03417396%
12 1 1996	36.08722369%
6 1 1997	35.98517724%
12 1 1997	35.98517724%
6 1 1998	35.88200732%
12 1 1998	35.78958030%
6 1 1999	35.83118739%
12 1 1999	35.80943352%
6 1 2000	35.94035959%
12 1 2000	33.97568500%
6 1 2001	33.63990374%
12 1 2001	32.87469771%
6 1 2002	32.55837967%
12 1 2002	31.71540040%
6 1 2003	31.67923045%
12 1 2003	30.47250417%
6 1 2004	30.41441551%
12 1 2004	29.01765599%
6 1 2005	28.82264816%
12 1 2005	27.79334006%
6 1 2006	27.15077022%
12 1 2006	26.09819082%
6 1 2007	25.37911056%
12 1 2007	24.30042902%
6 1 2008	23.50063618%
12 1 2008	22.39330487%
6 1 2009	21.51014934%
12 1 2009	20.37118449%
6 1 2010	19.43066580%
12 1 2010	18.23030396%
6 1 2011	17.18905432%
12 1 2011	15.93188007%
6 1 2012	14.74852026%
12 1 2012	13.47955544%
6 1 2013	13.46597998%
12 1 2013	10.96158208%
6 1 2014	10.87126380%
12 1 2014	9.52825279%
6 1 2015	8.65130027%
12 1 2015	9.03008203%
6 1 2016	9.51231645%
12 1 2016	10.28586760%
6 1 2017	4.90051537%

MISC1519 PG038

SCHEDULE 3
TO: BASE
PSRC

SCHEDULE OF SPECIAL TERMINATION VALUES

BASIC RENT PAYMENT DATE	PERCENTAGE OF FACILITY COST
12 1 1992	114.75929439%
6 1 1993	113.68043829%
12 1 1993	113.99631950%
6 1 1994	113.27655898%
12 1 1994	113.74037600%
6 1 1995	112.70964971%
12 1 1995	112.96310922%
6 1 1996	113.20386240%
12 1 1996	111.65951952%
6 1 1997	110.03603203%
12 1 1997	109.96920909%
6 1 1998	108.71257554%
12 1 1998	108.20600738%
6 1 1999	108.09734752%
12 1 1999	106.49390556%
6 1 2000	103.93440200%
12 1 2000	103.76401837%
6 1 2001	100.95314994%
12 1 2001	100.82515024%
6 1 2002	97.57806666%
12 1 2002	97.73313932%
6 1 2003	94.34646837%
12 1 2003	94.51024739%
6 1 2004	90.35880373%
12 1 2004	90.42941068%
6 1 2005	86.48359027%
12 1 2005	86.17244693%
6 1 2006	82.05486607%
12 1 2006	81.72031190%
6 1 2007	77.42491788%
12 1 2007	77.07017764%
6 1 2008	72.58943442%
12 1 2008	72.22009370%
6 1 2009	67.51968225%
12 1 2009	67.16837632%
6 1 2010	62.28350643%
12 1 2010	61.91933660%
6 1 2011	56.86418071%
12 1 2011	56.47998247%
6 1 2012	50.03894521%
12 1 2012	50.80299741%
6 1 2013	44.19015004%
12 1 2013	45.00816370%
6 1 2014	38.89665755%
12 1 2014	39.15081558%
6 1 2015	31.59393849%
12 1 2015	33.25142154%
6 1 2016	31.33498995%
12 1 2016	27.90507602%
6 1 2017	25.00000000%

00906

MISC1519 PG039

3

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Mission Funding Gamma,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1318, Page 607 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 290 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

FOR ADDITIONAL INFORMATION
NATIONWIDE INFORMATION
52 JAMES ST
BANK N.Y. 12201

[I.D. O.P. MISSION GAMMA]

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with Mission Funding Gamma (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the percentage of Facility Cost set forth on such Basic

[I.D. O.P. MISSION GAMMA]

Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement".

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in

[I.D. O.P. MISSION GAMMA]

accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

MISC.		13.00
WRIT TAX		0.50
EXTRA PAGE	8X 2.00@	16.00
SUBTL		29.50
TOTAL		29.50
CHECK		29.50
CHANGE		0.00
ITEM 10		
12-29-92 TUE #1	2CL	B605 11:06TH

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Mission
Funding Gamma

By: _____

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: _____

Date: December 8, 1992

Gary L. Schwab
Vice President-Finance
and Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

MISC1519 PG045

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWASS, its Vice President Finance who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK MCENRNEY its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

Mission First Financial
Duquesne Refinancing
Basic Rent Schedule

MISC1519 PG046

<u>Date</u>	<u>Amount*</u>
Dec 1 1992	4.64558946
Dec 8 1992	0.16839762
Jun 1 1993	3.96055406
Dec 1 1993	3.42673080
Jun 1 1994	3.43128806
Dec 1 1994	4.12439442
Jun 1 1995	3.04929108
Dec 1 1995	4.50639140
Jun 1 1996	2.99707329
Dec 1 1996	4.55860918
Jun 1 1997	4.66534650
Dec 1 1997	2.89033598
Jun 1 1998	4.73195510
Dec 1 1998	2.82372738
Jun 1 1999	4.35988568
Dec 1 1999	3.19579680
Jun 1 2000	3.04707186
Dec 1 2000	5.25920404
Jun 1 2001	2.64323566
Dec 1 2001	5.66304024
Jun 1 2002	2.54913028
Dec 1 2002	6.02392618
Jun 1 2003	2.45003919
Dec 1 2003	6.78468384
Jun 1 2004	2.32491973
Dec 1 2004	6.90980330
Jun 1 2005	2.19235835
Dec 1 2005	7.04236468
Jun 1 2006	2.05286830
Dec 1 2006	7.18185473
Jun 1 2007	1.90611964
Dec 1 2007	7.32860339
Jun 1 2008	1.78704904
Dec 1 2008	7.44767399
Jun 1 2009	1.61247557
Dec 1 2009	7.62224736
Jun 1 2010	2.06967403
Dec 1 2010	7.16504900
Jun 1 2011	1.94663964
Dec 1 2011	7.28808339
Jun 1 2012	1.81684883
Dec 1 2012	7.41787420
Jun 1 2013	1.67863024
Dec 1 2013	7.55609279
Jun 1 2014	1.53094318
Dec 1 2014	7.70377985
Jun 1 2015	3.68260183
Dec 1 2015	5.55212120
Jun 1 2016	9.23472303
Dec 1 2016	0.00000000
Jun 1 2017	4.61736151

* As a Percentage of Facility Cost
12/04/92

Mission First Financial
Duquesne Refinancing
Schedule of Casualty Values

MISC1519 P6047

<u>Date</u>	<u>Amount</u>
Dec 1 1992	111.79508490
Dec 8 1992	110.70094899
Jun 1 1993	110.35878848
Dec 1 1993	110.98544885
Jun 1 1994	111.46269069
Dec 1 1994	111.09524581
Jun 1 1995	111.64226142
Dec 1 1995	110.54329287
Jun 1 1996	110.78392804
Dec 1 1996	109.36355188
Jun 1 1997	107.79027946
Dec 1 1997	107.93630372
Jun 1 1998	106.24761743
Dec 1 1998	106.40737673
Jun 1 1999	105.03850520
Dec 1 1999	104.78561495
Jun 1 2000	104.67417501
Dec 1 2000	102.34582012
Jun 1 2001	102.56096085
Dec 1 2001	99.76863739
Jun 1 2002	100.00705236
Dec 1 2002	96.78721806
Jun 1 2003	97.03800931
Dec 1 2003	92.97732183
Jun 1 2004	93.25113628
Dec 1 2004	88.96264728
Jun 1 2005	89.26129586
Dec 1 2005	84.73471277
Jun 1 2006	85.06004704
Dec 1 2006	80.28402407
Jun 1 2007	80.63842162
Dec 1 2007	75.60111484
Jun 1 2008	75.96268676
Dec 1 2008	70.70864695
Jun 1 2009	71.12780694
Dec 1 2009	65.58691616
Jun 1 2010	65.43012298
Dec 1 2010	60.20243180
Jun 1 2011	60.04770244
Dec 1 2011	54.57370539
Jun 1 2012	54.41927307
Dec 1 2012	48.68733783
Jun 1 2013	48.53659256
Dec 1 2013	42.53348993
Jun 1 2014	42.39071980
Dec 1 2014	36.10212303
Jun 1 2015	33.76179720
Dec 1 2015	29.63949192
Jun 1 2016	22.09334169
Dec 1 2016	23.31142514
Jun 1 2017	20.00000000

* As a Percentage of Facility Cost
12/04/92

Mission First Financial
Duquesne Refinancing
Schedule of Special Casualty Values

MISC1519 PG048

<u>Date</u>	<u>Amount</u>
Dec 1 1992	110.57300427
Dec 8 1992	109.47683348
Jun 1 1993	109.08314158
Dec 1 1993	109.65388778
Jun 1 1994	110.07276460
Dec 1 1994	109.64439645
Jun 1 1995	110.12781840
Dec 1 1995	108.96246875
Jun 1 1996	109.13381321
Dec 1 1996	107.64110918
Jun 1 1997	105.99233862
Dec 1 1997	106.05955550
Jun 1 1998	104.28860755
Dec 1 1998	104.36249948
Jun 1 1999	102.90399686
Dec 1 1999	102.55754678
Jun 1 2000	102.34844612
Dec 1 2000	99.91814983
Jun 1 2001	100.02688087
Dec 1 2001	97.12348356
Jun 1 2002	97.24595610
Dec 1 2002	93.90509737
Jun 1 2003	94.02955944
Dec 1 2003	89.83700554
Jun 1 2004	89.97317357
Dec 1 2004	85.54100484
Jun 1 2005	85.68967593
Dec 1 2005	81.00654152
Jun 1 2006	81.16846251
Dec 1 2006	76.22186352
Jun 1 2007	76.39820838
Dec 1 2007	71.17504448
Jun 1 2008	71.34261279
Dec 1 2008	65.88606580
Jun 1 2009	66.09384232
Dec 1 2009	60.33230270
Jun 1 2010	59.94518920
Dec 1 2010	54.47708229
Jun 1 2011	54.07139928
Dec 1 2011	48.33544880
Jun 1 2012	47.90758109
Dec 1 2012	41.89022524
Jun 1 2013	41.44154878
Dec 1 2013	35.12745604
Jun 1 2014	34.66006449
Dec 1 2014	28.03261748
Jun 1 2015	25.33858892
Dec 1 2015	20.84707740
Jun 1 2016	12.91553788
Dec 1 2016	13.73133965
Jun 1 2017	10.00000000

* As a Percentage of Facility Cost
12/04/92

Mission First Financial
Duquesne Refinancing
Schedule of Modified Special Casualty Values

MISC1519 P6049

<u>Date</u>	<u>Amount</u>
Dec 1 1992	32.10085159
Dec 8 1992	31.32543190
Jun 1 1993	31.22012170
Dec 1 1993	30.83183856
Jun 1 1994	31.32764659
Dec 1 1994	31.70937504
Jun 1 1995	31.99426524
Dec 1 1995	32.15013108
Jun 1 1996	32.21151145
Dec 1 1996	32.20894540
Jun 1 1997	32.19638599
Dec 1 1997	32.19638599
Jun 1 1998	32.18479548
Dec 1 1998	32.18485536
Jun 1 1999	32.17769696
Dec 1 1999	32.22643875
Jun 1 2000	32.26617652
Dec 1 2000	32.34350249
Jun 1 2001	31.82965192
Dec 1 2001	31.94266366
Jun 1 2002	31.20848534
Dec 1 2002	31.35537924
Jun 1 2003	30.29255336
Dec 1 2003	30.45831727
Jun 1 2004	29.15297232
Dec 1 2004	29.34074390
Jun 1 2005	27.97910415
Dec 1 2005	28.19283273
Jun 1 2006	26.74980326
Dec 1 2006	26.99147286
Jun 1 2007	25.46264396
Dec 1 2007	25.73434851
Jun 1 2008	23.83784890
Dec 1 2008	24.08614920
Jun 1 2009	22.07365340
Dec 1 2009	22.34689159
Jun 1 2010	20.18547410
Dec 1 2010	19.79262117
Jun 1 2011	18.11200375
Dec 1 2011	17.66290819
Jun 1 2012	15.87671368
Dec 1 2012	15.36515139
Jun 1 2013	13.46429785
Dec 1 2013	12.88464042
Jun 1 2014	10.85707077
Dec 1 2014	10.20343494
Jun 1 2015	8.62631624
Dec 1 2015	8.98902090
Jun 1 2016	9.61738086
Dec 1 2016	4.27527910
Jun 1 2017	4.61736151

Mission-First Financial
Duquesne Refinancing
Schedule of Special Termination Values

MISC1519 PG050

<u>Date</u>	<u>Amount</u>
Dec 1 1992	112.40612522
Dec 8 1992	111.31300675
Jun 1 1993	110.99661193
Dec 1 1993	111.65122939
Jun 1 1994	112.15765373
Dec 1 1994	111.82067049
Jun 1 1995	112.39948292
Dec 1 1995	111.33370493
Jun 1 1996	111.60898545
Dec 1 1996	110.22477322
Jun 1 1997	108.68924988
Dec 1 1997	108.87467783
Jun 1 1998	107.22712238
Dec 1 1998	107.42981535
Jun 1 1999	106.10575938
Dec 1 1999	105.89964903
Jun 1 2000	105.83703946
Dec 1 2000	103.55965526
Jun 1 2001	103.82800084
Dec 1 2001	101.09121430
Jun 1 2002	101.38760049
Dec 1 2002	98.22827840
Jun 1 2003	98.54223424
Dec 1 2003	94.54747998
Jun 1 2004	94.89011763
Dec 1 2004	90.67346849
Jun 1 2005	91.04710583
Dec 1 2005	86.59879840
Jun 1 2006	87.00583931
Dec 1 2006	82.31510434
Jun 1 2007	82.75852825
Dec 1 2007	77.81415002
Jun 1 2008	78.27272374
Dec 1 2008	73.11993752
Jun 1 2009	73.64478925
Dec 1 2009	68.21422289
Jun 1 2010	68.17258988
Dec 1 2010	63.06510656
Jun 1 2011	63.03585401
Dec 1 2011	57.69283369
Jun 1 2012	57.67511906
Dec 1 2012	52.08589413
Jun 1 2013	52.08411445
Dec 1 2013	46.23650687
Jun 1 2014	46.25604746
Dec 1 2014	40.13687580
Jun 1 2015	37.97340134
Dec 1 2015	34.03569918
Jun 1 2016	26.68224360
Dec 1 2016	28.10146789
Jun 1 2017	25.00000000

00907

MISC1519 PG051

4

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Palo Verde Leasing Corporation,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1318, Page 204 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 265 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

RECEIVED
FACILITY LEASE

TRUSTEE OF P. PALO VERDE LEASING CORP]

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with Palo Verde Leasing Corporation (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the percentage of Facility Cost set forth on such Basic

[I.D. O.P. PALO VERDE LEASNG CORP]

Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement".

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the followi :

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

[I.D. O.P. PALO VERDE LEASNG CORP]

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in

accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

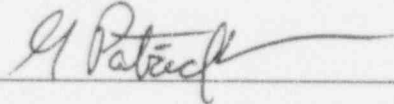
MTSC.			13.00
WRIT TAX			0.50
EXTRA PAGE	8X	2.00@	16.00
SUBTL			29.50
TOTAL			29.50
CHECK			
CHANGE			0.00
ITEM	10		
12-29-92 TUE #1	2CL		8606 11:07TH

[I.D. O.P. PALO VERDE LEASNG CORP]

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Palo Verde
Leasing Corporation

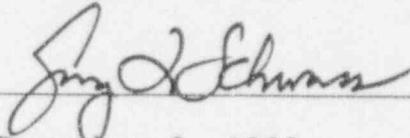
By: _____



Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: _____



Date: December 8, 1992

Gary L. Schwass
Vice President - Finance
and Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

MISC1519 PG057

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWARTZ, its VICE President Finance who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK McENR its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires JUNE 24, 1993

[I.D. O.P. PALO VERDE LEASNG CORP]

MISC1519 PG058

SCHEDULE 1
TO
AMENDMENT NO. 2

PALO VERDE LEASING CORPORATION

SCHEDULE OF BASIC RENT PAYMENT

Basic Rent Payment Date	Percentage of Facility Cost	Basic Rent Payment Date	Percentage of Facility Cost
-----	-----	-----	-----
6/ 1/1988	5.0771284	6/ 1/2003	7.3218530
12/ 1/1988	5.0771284	12/ 1/2003	2.5783114
6/ 1/1989	5.0771284	6/ 1/2004	4.5430334
12/ 1/1989	5.0771284	12/ 1/2004	5.3571309
6/ 1/1990	5.0771284	6/ 1/2005	3.4646410
12/ 1/1990	5.0771284	12/ 1/2005	6.4355234
6/ 1/1991	5.0771284	6/ 1/2006	5.2755482
12/ 1/1991	5.0771284	12/ 1/2006	4.6246162
6/ 1/1992	5.0771284	6/ 1/2007	6.9158131
12/ 1/1992	5.0771284	12/ 1/2007	2.9843513
6/ 1/1993	3.7636810	6/ 1/2008	7.0280259
12/ 1/1993	4.6574955	12/ 1/2008	2.8721384
6/ 1/1994	3.4138757	6/ 1/2009	7.1466822
12/ 1/1994	5.0073008	12/ 1/2009	2.7534821
6/ 1/1995	3.3564788	6/ 1/2010	7.2728431
12/ 1/1995	5.0646977	12/ 1/2010	2.6273212
6/ 1/1996	3.2949081	6/ 1/2011	7.4072577
12/ 1/1996	5.1262684	12/ 1/2011	2.4929066
6/ 1/1997	3.2288895	6/ 1/2012	7.5050866
12/ 1/1997	5.1922870	12/ 1/2012	2.3950777
6/ 1/1998	3.1580878	6/ 1/2013	9.0864861
12/ 1/1998	5.2630887	12/ 1/2013	.8136783
6/ 1/1999	3.1572043	6/ 1/2014	9.3234334
12/ 1/1999	5.2639722	12/ 1/2014	.5767309
6/ 1/2000	5.3550991	6/ 1/2015	9.6204510
12/ 1/2000	3.0660771	12/ 1/2015	.2797133
6/ 1/2001	5.4600654	6/ 1/2016	9.9001643
12/ 1/2001	2.9611111	12/ 1/2016	.0000000
6/ 1/2002	7.1229810	6/ 1/2017	4.9500822
12/ 1/2002	2.7771834		

SCHEDULE 2
TO
AMENDMENT NO. 2

01519 PG059

PALO VERDE LEASING CORPORATION

SCHEDULE OF CASUALTY VALUES

Basic Rent Payment Date -----	Percentage of Facility Cost -----
12/ 1/1992	120.7753100
6/ 1/1993	121.2291058
12/ 1/1993	120.9004811
6/ 1/1994	121.6015531
12/ 1/1994	120.5742011
6/ 1/1995	121.0099540
12/ 1/1995	119.5831721
6/ 1/1996	119.7629388
12/ 1/1996	118.1049540
6/ 1/1997	118.2835308
12/ 1/1997	116.5040673
6/ 1/1998	116.6935194
12/ 1/1998	114.7836541
6/ 1/1999	114.9846439
12/ 1/1999	113.0848954
6/ 1/2000	111.1002306
12/ 1/2000	111.3153763
6/ 1/2001	109.1431225
12/ 1/2001	109.3722760
6/ 1/2002	105.4465498
12/ 1/2002	105.6926121
6/ 1/2003	101.4014206
12/ 1/2003	101.6636667
6/ 1/2004	99.9925147
12/ 1/2004	97.4684655
6/ 1/2005	96.7599054
12/ 1/2005	93.0892030
6/ 1/2006	90.4554158
12/ 1/2006	88.3996751
6/ 1/2007	84.0013977
12/ 1/2007	83.3854650
6/ 1/2008	78.7384712
12/ 1/2008	78.0899848
6/ 1/2009	73.1804441
12/ 1/2009	72.4978285
6/ 1/2010	67.3102825
12/ 1/2010	66.5925521
6/ 1/2011	61.1103399
12/ 1/2011	60.3566815
6/ 1/2012	54.6082505
12/ 1/2012	53.7775476
6/ 1/2013	46.2728547
12/ 1/2013	46.8013362
6/ 1/2014	38.9561938
12/ 1/2014	39.5218053
6/ 1/2015	31.2075329
12/ 1/2015	31.9363005
6/ 1/2016	23.2115268
12/ 1/2016	24.0229658
6/ 1/2017	20.0000000

41SC1519 PG060

PALO VERDE LEASING CORPORATION
SCHEDULE OF SPECIAL CASUALTY VALUES

Basic Rent Payment Date -----	Percentage of Facility Cost -----
12/ 1/1992	118.4676200
6/ 1/1993	118.8091178
12/ 1/1993	118.4078935
6/ 1/1994	119.0341879
12/ 1/1994	117.9298148
6/ 1/1995	118.2862361
12/ 1/1995	116.7777427
6/ 1/1996	116.8733465
12/ 1/1996	115.1286740
6/ 1/1997	115.2179624
12/ 1/1997	113.3465319
6/ 1/1998	113.4412579
12/ 1/1998	111.4338248
6/ 1/1999	111.5343197
12/ 1/1999	109.5310614
6/ 1/2000	107.4397816
12/ 1/2000	107.5451139
6/ 1/2001	105.2597522
12/ 1/2001	105.3724046
6/ 1/2002	101.3266822
12/ 1/2002	101.4491485
6/ 1/2003	97.0306531
12/ 1/2003	97.1617761
6/ 1/2004	95.3555674
12/ 1/2004	92.6924099
6/ 1/2005	91.8405680
12/ 1/2005	88.0222855
6/ 1/2006	85.2364908
12/ 1/2006	83.0241823
6/ 1/2007	78.4646401
12/ 1/2007	77.6826047
6/ 1/2008	72.8645251
12/ 1/2008	72.0398203
6/ 1/2009	66.9487747
12/ 1/2009	66.0792090
6/ 1/2010	60.6991044
12/ 1/2010	59.7830387
6/ 1/2011	54.0965411
12/ 1/2011	53.1324687
6/ 1/2012	47.1673114
12/ 1/2012	46.1133803
6/ 1/2013	38.3787624
12/ 1/2013	38.6704210
6/ 1/2014	30.5813513
12/ 1/2014	30.8957174
6/ 1/2015	22.3226624
12/ 1/2015	22.7848839
6/ 1/2016	13.7855677
12/ 1/2016	14.3142280
6/ 1/2017	10.0000000

PALO VERDE LEASING CORPORATION

SCHEDULE OF MODIFIED SPECIAL CASUALTY VALUES

Basic Rent Payment Date -----	Percentage of Facility Cost -----
12/ 1/1992	36.0096700
6/ 1/1993	36.9046204
12/ 1/1993	37.1940210
6/ 1/1994	36.8293741
12/ 1/1994	37.2414052
6/ 1/1995	37.5128128
12/ 1/1995	37.6308269
6/ 1/1996	37.6372487
12/ 1/1996	37.6372487
6/ 1/1997	37.6321300
12/ 1/1997	37.6321300
6/ 1/1998	37.6272859
12/ 1/1998	37.6272859
6/ 1/1999	35.5467248
12/ 1/1999	35.5467247
6/ 1/2000	33.4399568
12/ 1/2000	33.4399568
6/ 1/2001	33.4354756
12/ 1/2001	33.4354755
6/ 1/2002	33.4316269
12/ 1/2002	33.4316269
6/ 1/2003	33.4304971
12/ 1/2003	33.4304971
6/ 1/2004	33.4539538
12/ 1/2004	32.5914310
6/ 1/2005	31.8355092
12/ 1/2005	30.8405290
6/ 1/2006	29.9675508
12/ 1/2006	28.8947580
6/ 1/2007	27.9671815
12/ 1/2007	26.8655300
6/ 1/2008	25.9200394
12/ 1/2008	24.7619093
6/ 1/2009	23.7639026
12/ 1/2009	22.5371170
6/ 1/2010	21.4838149
12/ 1/2010	20.1842633
6/ 1/2011	19.0734168
12/ 1/2011	17.6973416
6/ 1/2012	16.5276378
12/ 1/2012	15.0308728
6/ 1/2013	13.7577382
12/ 1/2013	12.2171321
6/ 1/2014	12.3938901
12/ 1/2014	9.3042402
6/ 1/2015	9.5161227
12/ 1/2015	7.2454141
6/ 1/2016	7.5920065
12/ 1/2016	4.6476276
6/ 1/2017	4.9922198

PALO VERDE LEASING CORPORATION

SCHEDULE OF SPECIAL TERMINATION VALUES

Basic Rent Payment Date -----	Percentage of Facility Cost -----
12/ 1/1992	121.9291600
6/ 1/1993	122.4390998
12/ 1/1993	122.1467750
6/ 1/1994	122.8852358
12/ 1/1994	121.8963942
6/ 1/1995	122.3718129
12/ 1/1995	120.9858866
6/ 1/1996	121.2077349
12/ 1/1996	119.5930940
6/ 1/1997	119.8163150
12/ 1/1997	118.0828350
6/ 1/1998	118.3196502
12/ 1/1998	116.4585688
6/ 1/1999	116.7098061
12/ 1/1999	114.8618124
6/ 1/2000	112.9304551
12/ 1/2000	113.2005076
6/ 1/2001	111.0848077
12/ 1/2001	111.3722118
6/ 1/2002	107.5064836
12/ 1/2002	107.8143439
6/ 1/2003	103.5868044
12/ 1/2003	103.9146120
6/ 1/2004	102.3109883
12/ 1/2004	99.8564934
6/ 1/2005	99.2195741
12/ 1/2005	95.6226617
6/ 1/2006	93.0648783
12/ 1/2006	91.0874214
6/ 1/2007	86.7697764
12/ 1/2007	86.2368951
6/ 1/2008	81.6754442
12/ 1/2008	81.1150670
6/ 1/2009	76.2962788
12/ 1/2009	75.7071382
6/ 1/2010	70.6158715
12/ 1/2010	69.9973088
6/ 1/2011	64.6172393
12/ 1/2011	63.9687879
6/ 1/2012	58.3287201
12/ 1/2012	57.6096313
6/ 1/2013	50.2199009
12/ 1/2013	50.8667937
6/ 1/2014	43.1436151
12/ 1/2014	43.8348492
6/ 1/2015	35.6499681
12/ 1/2015	36.5120088
6/ 1/2016	27.9245064
12/ 1/2016	28.8773348
6/ 1/2017	25.0000000

MISC1519 P6062

00908

MISC1519 PG063

5

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
PNC Commercial Corp,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1319, Page 73 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 375 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with PNC Commercial Corp (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the percentage of Facility Cost set forth on such Basic Rent Payment Date on Schedule 1;"

[I.D. O.P. PNC COMMERCIAL]

(b) Section 3(b) of the Facility Lease is amended by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement".

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule

of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, provided, however, that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in accordance with the terms of the Transaction Documents and by

[I.D. O.P. PNC COMMERCIAL]

written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

MISC1519 PG068

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with PNC
Commercial Corp

By: *Patrick*

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: *Jay L. Schuman*

Date: December 8, 1992

Vice President
and Chief Financial Officer

Chad B. Smith
DEC 11 1992
DEC 11 1992

MISC.		13.00
WRIT TAX		0.50
EXTRA PAGE	8X 2.00@	16.00
SUBTL		29.50
TOTAL		29.50
CHECK		29.50
CHANGE		0.00
ITEM 10		
12-29-92 TUE #1	2CL	8607 11:07TH

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

MISC1519 P6069

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWASS, its VICE PRESIDENT-FINANCE who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December, 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Joann Vitale
Notary Public

My Commission Expires JUNE 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK McEVOE, its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December, 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4983230
Qualified in New York County
Commission Expires June 24, 1993

Joann Vitale
Notary Public

My Commission Expires JUNE 24, 1993

[I.D. O.P. PNC COMMERCIAL]

MISC1519 PG070

PNC Commercial

Schedule of Basic
Rent Payments

	Date	Amount
Jun 1 1988	4.64419829	
Dec 1 1988	4.64419829	
Jun 1 1989	4.64419829	
Dec 1 1989	4.64419829	
Jun 1 1990	4.64419829	
Dec 1 1990	4.64419829	
Jun 1 1991	4.64419829	
Dec 1 1991	4.64419829	
Jun 1 1992	4.64419829	
Dec 1 1992	4.64419829	
Jun 1 1993	4.12061693	
Dec 1 1993	3.38278797	
Jun 1 1994	4.39920518	
Dec 1 1994	3.10419972	
Jun 1 1995	3.32073041	
Dec 1 1995	4.18267449	
Jun 1 1996	3.01754570	
Dec 1 1996	4.48585920	
Jun 1 1997	4.57050957	
Dec 1 1997	2.93289533	
Jun 1 1998	3.45528203	
Dec 1 1998	4.04812287	
Jun 1 1999	2.91223109	
Dec 1 1999	4.59117380	
Jun 1 2000	5.82772687	
Dec 1 2000	7.87410706	
Jun 1 2001	5.90598895	
Dec 1 2001	2.79584498	
Jun 1 2002	5.92395930	
Dec 1 2002	2.77787463	
Jun 1 2003	6.07982822	
Dec 1 2003	2.62200571	
Jun 1 2004	6.43708516	
Dec 1 2004	2.53973013	
Jun 1 2005	6.54466554	
Dec 1 2005	2.43214975	
Jun 1 2006	6.65948288	
Dec 1 2006	2.31733240	
Jun 1 2007	6.78164245	
Dec 1 2007	2.19517283	
Jun 1 2008	6.91717164	
Dec 1 2008	2.05964365	
Jun 1 2009	6.57397345	
Dec 1 2009	2.40284183	
Jun 1 2010	6.66057388	
Dec 1 2010	2.31624140	
Jun 1 2011	7.86071031	
Dec 1 2011	1.11610497	
Jun 1 2012	8.06867431	
Dec 1 2012	0.90814098	
Jun 1 2013	8.39454782	
Dec 1 2013	0.58226746	
Jun 1 2014	8.74989634	
Dec 1 2014	0.22691894	
Jun 1 2015	8.97681529	
Dec 1 2015	0.00000000	
Jun 1 2016	8.76150623	
Dec 1 2016	0.21530905	
Jun 1 2017	4.48840764	
Totals	254.96015928	

MISC1519 P6071 Schedule of Casualty Values

	Date	
Dec	1 1992	104.67029264
Dec	8 1992	105.55591430
Jun	1 1993	104.39771976
Dec	1 1993	104.80479190
Jun	1 1994	104.11294288
Dec	1 1994	104.56886374
Jun	1 1995	104.71743681
Dec	1 1995	103.88337072
Jun	1 1996	104.07345749
Dec	1 1996	102.69235440
Jun	1 1997	101.16944830
Dec	1 1997	101.23162440
Jun	1 1998	100.77792307
Dec	1 1998	99.71784119
Jun	1 1999	99.76215326
Dec	1 1999	98.16446683
Jun	1 2000	95.31882526
Dec	1 2000	95.28817761
Jun	1 2001	92.25572386
Dec	1 2001	92.22469752
Jun	1 2002	89.09686611
Dec	1 2002	89.00482109
Jun	1 2003	85.63890612
Dec	1 2003	85.61525942
Jun	1 2004	81.81308924
Dec	1 2004	81.77509907
Jun	1 2005	77.77127653
Dec	1 2005	77.74085938
Jun	1 2006	73.52484012
Dec	1 2006	73.50561050
Jun	1 2007	69.06682250
Dec	1 2007	69.06260236
Jun	1 2008	64.38434556
Dec	1 2008	64.40405599
Jun	1 2009	59.96113521
Dec	1 2009	59.54826349
Jun	1 2010	54.91051361
Dec	1 2010	54.47276765
Jun	1 2011	48.52636211
Dec	1 2011	49.13392815
Jun	1 2012	42.94200550
Dec	1 2012	43.79925211
Jun	1 2013	37.35338904
Dec	1 2013	38.62070920
Jun	1 2014	31.94421640
Dec	1 2014	33.70790478
Jun	1 2015	26.99165897
Dec	1 2015	28.69801929
Jun	1 2016	21.90591530
Dec	1 2016	22.99557278
Jun	1 2017	20.00000000

MISC1519 PG072

Schedule of Special
Casualty Values

Date		
Dec 1 1992	104.14544279	
Dec 8 1992	105.02984007	
Jun 1 1993	103.84033279	
Dec 1 1993	104.21285073	
Jun 1 1994	103.48430538	
Dec 1 1994	103.90125500	
Jun 1 1995	104.00844087	
Dec 1 1995	103.13042186	
Jun 1 1996	103.27383093	
Dec 1 1996	101.84315643	
Jun 1 1997	100.26760584	
Dec 1 1997	100.27407385	
Jun 1 1998	99.76079851	
Dec 1 1998	98.63766183	
Jun 1 1999	98.61501013	
Dec 1 1999	96.94620863	
Jun 1 2000	94.02504335	
Dec 1 2000	93.91419002	
Jun 1 2001	90.79655840	
Dec 1 2001	90.67507373	
Jun 1 2002	87.45117620	
Dec 1 2002	87.25710960	
Jun 1 2003	83.78284841	
Dec 1 2003	83.64413878	
Jun 1 2004	79.71977253	
Dec 1 2004	79.55201097	
Jun 1 2005	75.41037210	
Dec 1 2005	75.23359495	
Jun 1 2006	70.86214236	
Dec 1 2006	70.67784360	
Jun 1 2007	66.06375330	
Dec 1 2007	65.87336332	
Jun 1 2008	60.99739540	
Dec 1 2008	60.80713798	
Jun 1 2009	56.14123277	
Dec 1 2009	55.49155310	
Jun 1 2010	50.60231479	
Dec 1 2010	49.89748984	
Jun 1 2011	43.66744821	
Dec 1 2011	43.97379466	
Jun 1 2012	37.46197886	
Dec 1 2012	37.97950112	
Jun 1 2013	31.17285311	
Dec 1 2013	32.05702211	
Jun 1 2014	24.97362539	
Dec 1 2014	26.30518458	
Jun 1 2015	19.13002050	
Dec 1 2015	20.34901275	
Jun 1 2016	13.03932720	
Dec 1 2016	13.57931656	
Jun 1 2017	10.00000000	

MISC1519 PG073

Schedule of Modified
Special Casualty Values

Date		
Dec 1 1992	30.58339443	
Dec 8 1992	31.45814950	
Jun 1 1993	31.40619517	
Dec 1 1993	30.88559239	
Jun 1 1994	31.42492939	
Dec 1 1994	31.85964148	
Jun 1 1995	32.17209682	
Dec 1 1995	32.39630094	
Jun 1 1996	32.48709846	
Dec 1 1996	32.49743308	
Jun 1 1997	32.47197530	
Dec 1 1997	32.47197530	
Jun 1 1998	32.44528949	
Dec 1 1998	32.44528949	
Jun 1 1999	32.42089158	
Dec 1 1999	32.42933844	
Jun 1 2000	32.50688669	
Dec 1 2000	31.05199564	
Jun 1 2001	30.88106803	
Dec 1 2001	29.93734743	
Jun 1 2002	29.74549809	
Dec 1 2002	28.75292389	
Jun 1 2003	28.47227008	
Dec 1 2003	27.48464978	
Jun 1 2004	27.25316692	
Dec 1 2004	26.08169310	
Jun 1 2005	25.80717331	
Dec 1 2005	24.56641961	
Jun 1 2006	24.26686684	
Dec 1 2006	22.95888131	
Jun 1 2007	22.63379876	
Dec 1 2007	21.25348870	
Jun 1 2008	20.90180848	
Dec 1 2008	19.46289639	
Jun 1 2009	19.08833655	
Dec 1 2009	18.01972446	
Jun 1 2010	17.15519740	
Dec 1 2010	15.99813410	
Jun 1 2011	15.04739293	
Dec 1 2011	13.97483732	
Jun 1 2012	14.13131384	
Dec 1 2012	14.43669499	
Jun 1 2013	14.89285696	
Dec 1 2013	15.53454555	
Jun 1 2014	16.36093391	
Dec 1 2014	17.41585148	
Jun 1 2015	18.69391677	
Dec 1 2015	12.00000622	
Jun 1 2016	12.93424533	
Dec 1 2016	4.37836941	
Jun 1 2017	4.48840764	

MISC1519 PG074

Schedule of Special
Termination Values

Date		
Dec 1 1992	104.93271757	
Dec 8 1992	105.81895142	
Jun 1 1993	104.67641325	
Dec 1 1993	105.10076248	
Jun 1 1994	104.42726162	
Dec 1 1994	104.90266811	
Jun 1 1995	105.07193477	
Dec 1 1995	104.25984514	
Jun 1 1996	104.47327077	
Dec 1 1996	103.11695338	
Jun 1 1997	101.62036953	
Dec 1 1997	101.71069967	
Jun 1 1998	101.28648536	
Dec 1 1998	100.25793088	
Jun 1 1999	100.33572483	
Dec 1 1999	98.77359592	
Jun 1 2000	95.96571622	
Dec 1 2000	95.97517140	
Jun 1 2001	92.98530660	
Dec 1 2001	92.99950941	
Jun 1 2002	89.91971107	
Dec 1 2002	89.87867684	
Jun 1 2003	86.56693497	
Dec 1 2003	86.60081975	
Jun 1 2004	82.85974760	
Dec 1 2004	82.88664312	
Jun 1 2005	78.95172875	
Dec 1 2005	78.99449160	
Jun 1 2006	74.85618900	
Dec 1 2006	74.91949394	
Jun 1 2007	70.56835709	
Dec 1 2007	70.65722188	
Jun 1 2008	66.07782063	
Dec 1 2008	66.20251499	
Jun 1 2009	61.87108643	
Dec 1 2009	61.57661868	
Jun 1 2010	57.06461302	
Dec 1 2010	56.76040656	
Jun 1 2011	50.95581905	
Dec 1 2011	51.71399489	
Jun 1 2012	45.68201882	
Dec 1 2012	46.70912760	
Jun 1 2013	40.44365701	
Dec 1 2013	41.90255274	
Jun 1 2014	35.42951190	
Dec 1 2014	37.40926488	
Jun 1 2015	30.92247820	
Dec 1 2015	32.87252255	
Jun 1 2016	26.33920936	
Dec 1 2016	27.70370088	
Jun 1 2017	25.00000000	

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Beaver Valley Two Tau Limited Partnership,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1318, Page 406 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 344 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

[I.D. O.P. BEAVER VAL TWO TAU]

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with Beaver Valley Two Tau Limited Partnership (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the

[I.D. O.P. BEAVER VAL TWO TAU]

percentage of Facility Cost set forth on such Basic Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended: (1) by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement"; and (2) by replacing the number ".06667" with the number ".0825" in clause (iv) thereof.

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

" ; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

MISC1519 PG080

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Beaver
Valley Two Tau Limited Partnership

By: 

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: 

Date: December 8, 1992

Gary L. Schmitt
Vice President, Treasurer
and Chief Financial Officer

MISC.		13.00
WRIT TAX		0.50
EXTRA PAGE	8X 2.00@	16.00
SUBTL		29.50
TOTAL		29.50
CHECK		29.50
CHANGE		0.00
ITEM 10		
12-29-92 TUE #1	2CL	8608 11:09TH

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

MISC1519 PG081

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by Gary L. Schwass, its Vice President - Finance, who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4863230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires June 24, 1993

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK MCENROE, its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
NOTARY PUBLIC, State of New York
No. 31-4863230
Qualified in New York County
Commission Expires June 24, 1993

Notary Public

My Commission Expires June 24, 1993

[I.D. O.P. BEAVER VAL TWO TAU]

MISC1519 PG082

Schedule of Basic
Rent Payments

	Date	Amount
Jun 1 1988	1	5.025539356
Dec 1 1988	2	5.025539356
Jun 1 1989	3	5.025539356
Dec 1 1989	4	5.025539356
Jun 1 1990	5	5.025539356
Dec 1 1990	6	5.025539356
Jun 1 1991	7	5.025539356
Dec 1 1991	8	5.025539356
Jun 1 1992	9	5.025539356
Dec 1 1992	10	5.025539356
Jun 1 1993	11	4.827268102
Dec 1 1993	12	3.426434350
Jun 1 1994	13	4.827268102
Dec 1 1994	14	3.426434350
Jun 1 1995	15	3.453595424
Dec 1 1995	16	4.800107028
Jun 1 1996	17	3.402124415
Dec 1 1996	18	4.851578038
Jun 1 1997	19	4.966812742
Dec 1 1997	20	3.286889710
Jun 1 1998	21	5.029603489
Dec 1 1998	22	3.224098964
Jun 1 1999	23	4.215736769
Dec 1 1999	24	4.037965684
Jun 1 2000	25	6.108909911
Dec 1 2000	26	3.035395247
Jun 1 2001	27	5.450406543
Dec 1 2001	28	3.693898614
Jun 1 2002	29	5.493717995
Dec 1 2002	30	3.650587163
Jun 1 2003	31	6.390457242
Dec 1 2003	32	3.682743499
Jun 1 2004	33	6.500236943
Dec 1 2004	34	3.572963799
Jun 1 2005	35	6.591454604
Dec 1 2005	36	3.481746138
Jun 1 2006	37	6.684873843
Dec 1 2006	38	3.388326899
Jun 1 2007	39	6.786353670
Dec 1 2007	40	3.286847072
Jun 1 2008	41	6.896520575
Dec 1 2008	42	3.176680166
Jun 1 2009	43	7.014321135
Dec 1 2009	44	3.058879607
Jun 1 2010	45	7.102226970
Dec 1 2010	46	2.970973772
Jun 1 2011	47	8.420203374
Dec 1 2011	48	1.652997368
Jun 1 2012	49	8.602446500
Dec 1 2012	50	1.470754242
Jun 1 2013	51	8.323183477
Dec 1 2013	52	1.750017265
Jun 1 2014	53	9.651103995
Dec 1 2014	54	0.422096747
Jun 1 2015	55	10.071184477
Dec 1 2015	56	0.002016265
Jun 1 2016	57	0.048367184
Dec 1 2016	58	10.024833558
Jun 1 2017	59	5.036600371
Totals		281.525636957

MISC1519 PG083

Schedule of Casualty Values

Date		
Dec	1 1992	116.49124501
Dec	8 1992	117.36591268
Jun	1 1993	118.58249645
Dec	1 1993	119.44512162
Jun	1 1994	118.84788685
Dec	1 1994	119.44946241
Jun	1 1995	119.94779165
Dec	1 1995	119.00200737
Jun	1 1996	119.32178607
Dec	1 1996	118.08980058
Jun	1 1997	116.62536794
Dec	1 1997	116.78607166
Jun	1 1998	115.20963704
Dec	1 1998	115.38062718
Jun	1 1999	114.56589885
Dec	1 1999	113.89833017
Jun	1 2000	111.16610169
Dec	1 2000	111.38573872
Jun	1 2001	109.19703648
Dec	1 2001	108.67686875
Jun	1 2002	106.35637704
Dec	1 2002	105.79877497
Jun	1 2003	102.50266967
Dec	1 2003	101.79953538
Jun	1 2004	98.27885483
Dec	1 2004	97.56327477
Jun	1 2005	93.82998911
Dec	1 2005	93.07731030
Jun	1 2006	89.12251088
Dec	1 2006	88.32761890
Jun	1 2007	84.13585984
Dec	1 2007	83.29883491
Jun	1 2008	78.85352919
Dec	1 2008	77.97460082
Jun	1 2009	73.25973321
Dec	1 2009	72.33758531
Jun	1 2010	67.37458182
Dec	1 2010	66.37352117
Jun	1 2011	59.92529619
Dec	1 2011	60.01220991
Jun	1 2012	53.23061622
Dec	1 2012	53.30597215
Jun	1 2013	46.61345157
Dec	1 2013	46.27867395
Jun	1 2014	38.09738189
Dec	1 2014	38.92300445
Jun	1 2015	30.25010450
Dec	1 2015	31.39373974
Jun	1 2016	32.65433995
Dec	1 2016	24.16046345
Jun	1 2017	20.00000000

MISC1519 PG084

**Schedule of Special
Casualty Values**

	Date	
Dec	1 1992	114.18355301
Dec	8 1992	115.05553866
Jun	1 1993	116.20470252
Dec	1 1993	116.99509623
Jun	1 1994	116.32343580
Dec	1 1994	116.84832481
Jun	1 1995	117.26763798
Dec	1 1995	116.24043730
Jun	1 1996	116.47632638
Dec	1 1996	115.15790292
Jun	1 1997	113.60440652
Dec	1 1997	113.67334096
Jun	1 1998	112.00234934
Dec	1 1998	112.07591007
Jun	1 1999	111.16079265
Dec	1 1999	110.38978533
Jun	1 2000	107.55097600
Dec	1 2000	107.66079451
Jun	1 2001	105.35893774
Dec	1 2001	104.72217814
Jun	1 2002	102.28155278
Dec	1 2002	101.60016769
Jun	1 2003	98.17651916
Dec	1 2003	97.34196719
Jun	1 2004	93.68587682
Dec	1 2004	92.83077353
Jun	1 2005	88.95372626
Dec	1 2005	88.05291874
Jun	1 2006	83.94549082
Dec	1 2006	82.99333386
Jun	1 2007	78.63953251
Dec	1 2007	77.63554284
Jun	1 2008	73.01820042
Dec	1 2008	71.96200928
Jun	1 2009	67.06449413
Dec	1 2009	65.95415028
Jun	1 2010	60.79723394
Dec	1 2010	59.59636985
Jun	1 2011	52.94227189
Dec	1 2011	52.81705873
Jun	1 2012	45.81689426
Dec	1 2012	45.66703978
Jun	1 2013	38.74246746
Dec	1 2013	38.16858895
Jun	1 2014	29.74093270
Dec	1 2014	30.31270715
Jun	1 2015	21.37824781
Dec	1 2015	22.25237814
Jun	1 2016	23.23528655
Dec	1 2016	14.45528267
Jun	1 2017	10.00000000

MISC1519 P6085

Tau

Schedule of Modified
Special Casualty Values

	Date	
Dec	1 1992	32.93175706
Dec	8 1992	33.80260550
Jun	1 1993	35.36352080
Dec	1 1993	34.54759908
Jun	1 1994	35.20234672
Dec	1 1994	34.24971545
Jun	1 1995	34.61717361
Dec	1 1995	34.85506814
Jun	1 1996	35.03241593
Dec	1 1996	35.07700811
Jun	1 1997	35.07779872
Dec	1 1997	35.07779872
Jun	1 1998	35.05496387
Dec	1 1998	35.05496387
Jun	1 1999	35.03109519
Dec	1 1999	35.03109519
Jun	1 2000	34.15664923
Dec	1 2000	34.15664923
Jun	1 2001	34.15664923
Dec	1 2001	34.16188335
Jun	1 2002	33.40094373
Dec	1 2002	33.06107856
Jun	1 2003	32.24975687
Dec	1 2003	31.74192550
Jun	1 2004	30.76791875
Dec	1 2004	30.18775176
Jun	1 2005	29.18543370
Dec	1 2005	28.54000533
Jun	1 2006	27.48307661
Dec	1 2006	26.79258682
Jun	1 2007	25.67476995
Dec	1 2007	24.93963888
Jun	1 2008	23.75993326
Dec	1 2008	22.97501078
Jun	1 2009	21.73248904
Dec	1 2009	20.89311248
Jun	1 2010	19.58563065
Dec	1 2010	18.65738638
Jun	1 2011	17.24664504
Dec	1 2011	16.27154025
Jun	1 2012	16.00225414
Dec	1 2012	13.80269614
Jun	1 2013	13.49850131
Dec	1 2013	12.46164779
Jun	1 2014	11.68871409
Dec	1 2014	12.00697120
Jun	1 2015	12.46004020
Dec	1 2015	13.06466562
Jun	1 2016	13.81623315
Dec	1 2016	14.77493545
Jun	1 2017	5.03660037

MISC1519 PG086

Schedule of Special
Termination Values

Date		
Dec 1 1992	117.64509100	
Dec 8 1992	118.52109969	
Jun 1 1993	119.77139342	
Dec 1 1993	120.67013431	
Jun 1 1994	120.11011238	
Dec 1 1994	120.75003120	
Jun 1 1995	121.28786849	
Dec 1 1995	120.38279240	
Jun 1 1996	120.74451591	
Dec 1 1996	119.55574942	
Jun 1 1997	118.13584865	
Dec 1 1997	118.34243701	
Jun 1 1998	116.81328090	
Dec 1 1998	117.03298574	
Jun 1 1999	116.26845194	
Dec 1 1999	115.55260259	
Jun 1 2000	112.97366454	
Dec 1 2000	113.24821082	
Jun 1 2001	111.11608585	
Dec 1 2001	110.65421406	
Jun 1 2002	108.39378918	
Dec 1 2002	107.89807861	
Jun 1 2003	104.66574493	
Dec 1 2003	104.02831948	
Jun 1 2004	100.57534383	
Dec 1 2004	99.92952539	
Jun 1 2005	96.26812053	
Dec 1 2005	95.58950609	
Jun 1 2006	91.71102092	
Dec 1 2006	90.99476142	
Jun 1 2007	86.88402351	
Dec 1 2007	86.13048094	
Jun 1 2008	81.77119358	
Dec 1 2008	80.98089658	
Jun 1 2009	76.35735276	
Dec 1 2009	75.52930282	
Jun 1 2010	70.66325576	
Dec 1 2010	69.76209684	
Jun 1 2011	63.41680834	
Dec 1 2011	63.60978551	
Jun 1 2012	56.93747721	
Dec 1 2012	57.12543834	
Jun 1 2013	50.54894362	
Dec 1 2013	50.33371646	
Jun 1 2014	42.27560648	
Dec 1 2014	43.22815310	
Jun 1 2015	34.68603284	
Dec 1 2015	35.96442054	
Jun 1 2016	37.36386664	
Dec 1 2016	29.01305384	
Jun 1 2017	25.00000000	

00910

MISC1519 PG087

7

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS AMENDED. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 4(c) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART.

AMENDMENT NO. 2
dated as of November 15, 1992

to

FACILITY LEASE
dated as of September 15, 1987

between

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity but solely
as Owner Trustee under a Trust Agreement,
dated as of September 15, 1987, with
Beaver Valley Two Omega Limited Partnership,

Lessor

and

DUQUESNE LIGHT COMPANY,

Lessee

Original Facility Lease Recorded
on October 2, 1987 in Miscellaneous
Book Volume 1318, Page 01 in the Office of
the Recorder of Deeds, Beaver County,
Pennsylvania.

Amendment No. 1 to Facility Lease Recorded on
December 22, 1987 in Miscellaneous Book Volume
1325, Page 313 in the Office of the Recorder
of Deeds, Beaver County, Pennsylvania.

Please Stamp Additional
Attachments and Return

Amendment No. 2, dated as of November 15, 1992 ("Amendment NO. 2"), to the Facility Lease, dated as of September 15, 1987, between THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with Beaver Valley Two Omega Limited Partnership (the "Lessor"), and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee and the Lessor have heretofore entered into a Facility Lease, dated as of September 15, 1987, as heretofore amended (as so amended, the "Facility Lease"), providing for the lease by the Lessor to the Lessee of the Undivided Interest (such term and other capitalized terms used herein without definition being defined as provided in Section 1);

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, Modified Special Casualty Values and Special Termination Values in order to preserve Net Economic Return in the event, among other things, of the issuance of any Fixed Rate Notes; and

WHEREAS, new Fixed Rate Notes are being issued pursuant to Supplemental Indenture No. 2, dated as of November 15, 1992, to the Indenture in order to refund certain of the Fixed Rate Notes heretofore issued and currently Outstanding;

NOW, THEREFORE, intending to be legally bound hereby, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments to Facility Lease.

(a) Section 3(a) (ii) of the Facility Lease is amended by deleting such clause in its entirety and replacing it with following new clause (ii):

"(i) on each Basic Rent Payment Date to, and including, June 1, 2017, an amount equal to the

[I.D. O.P. BEAVER VAL 2 OMEGA]

percentage of Facility Cost set forth on such Basic Rent Payment Date on Schedule 1;"

(b) Section 3(b) of the Facility Lease is amended: (1) by deleting the phrase "or the Reimbursement Agreement" at the end of clause (i) thereof prior to the semicolon and inserting the phrase: ", the Reimbursement Agreement or the Refinancing Agreement"; and (2) by replacing the number ".06667" with the number ".0825" in clause (iv) thereof.

(c) Section 3(e) of the Facility Lease is amended by:

(i) inserting after the phrase "Purchase Price" in the first clause (ii) thereof the phrase:

" , if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Lessor as set forth on Schedule 1 to the Refinancing Agreement, or if the Redemption Date does not occur on the assumed date set forth on Schedule 3 to Amendment No. 3 to the Participation Agreement", and

(ii) replacing the phrase "pursuant to Section 3(d) or this Section 3(e)" in the second sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement"

(d) Section 3(f) is amended by replacing the phrase "pursuant to paragraph (d) or (e) of this Section 3" in the first sentence thereof with the following:

"pursuant to paragraph (d) or (e) of this Section 3 or Section 9 of the Refinancing Agreement".

(e) Section 13(g) is hereby amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

(f) Schedule 1 hereto entitled "Schedule of Basic Rent Payments" is hereby added to the Facility Lease.

(g) Schedule 1 to the Facility Lease entitled "Schedule of Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 2 hereto.

(h) Schedule 2 to the Facility Lease entitled "Schedule of Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 3 hereto.

(i) Schedule 3 to the Facility Lease entitled "Schedule of Modified Special Casualty Values" is deleted in its entirety and is hereby replaced with Schedule 4 hereto.

(j) Schedule 4 to the Facility Lease entitled "Schedule of Special Termination Values" is deleted in its entirety and is hereby replaced with Schedule 5 hereto.

SECTION 3. Amendments to Definitions.

Appendix A to the Facility Lease is amended as such Appendix is amended in Amendment No. 3 to Participation Agreement dated as of November 15, 1992 among the parties named therein.

SECTION 4. Miscellaneous.

(a) **Dating.** Although this Amendment No. 2 is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment No. 2 shall be effective on the latest of such dates.

(b) **Governing Law.** This Amendment No. 2 shall be governed by, and be construed in accordance with, the law of the State of New York, **provided, however,** that all matters relating to the creation of the leasehold estate hereunder and the exercise of remedies with respect to such leasehold estate shall be governed by, and be construed in accordance with, the law of the Commonwealth of Pennsylvania.

(c) **Original Counterpart.** The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

(d) **Full Force and Effect.** As amended hereby, the Facility Lease remains in full force and effect in accordance with its terms.

[I.D. O.P. BEAVER VAL 2 OMEGA]

MISC 1519 PG 091

(e) **Amendments in Writing.** The terms of this Amendment No. 2 may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except in accordance with the terms of the Transaction Documents and by written instrument signed by the Lessor and the Lessee.

(f) **Counterpart Execution.** This Amendment No. 2 may be executed in any number of counterparts and by each of the parties hereto or thereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

MISC.		13.00
WRIT TAX		0.50
EXTRA PAGE	8X 2.00@	16.00
SUBTL		29.50
TOTAL		29.50
CHECK		29.50
CHANGE		0.00
ITEM 10		
12-29-92 TUE #1	2CL	8612 11:11TM

Wm. B. Gail
 DEC 29 11 16 AM '92
 RECEIVED
 BEAVER VAL 2 OMEGA

[I.D. O.P. BEAVER VAL 2 OMEGA]

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but
solely as Owner Trustee under a
Trust Agreement, dated as of
September 15, 1987, with Beaver
Valley Two Omega Limited Partnership

By: _____

[Signature]

Date: December 8, 1992

DUQUESNE LIGHT COMPANY

By: _____

[Signature]

Date: December 8, 1992

Gary L. Schwan
Vice President
and Chief Financial Officer

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DUQUESNE LIGHT COMPANY**, by GARY L. SCHWASS, its Vice President Finance, who acknowledged that he did sign the foregoing instrument on behalf of said Corporation by authority of its Board of Directors and that the same is the free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
 NOTARY PUBLIC, State of New York
 No. 31-4883230
 Qualified in New York County
 Commission Expires June 24, 1993

Joann Vitale
 Notary Public

My Commission Expires June 24, 1993

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE FIRST NATIONAL BANK OF BOSTON**, by G. PATRICK McENEREY, its Authorized Officer, who acknowledged that he did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 8th day of December 1992.

JOANN VITALE
 NOTARY PUBLIC, State of New York
 No. 31-4883230
 Qualified in New York County
 Commission Expires June 24, 1993

Joann Vitale
 Notary Public

My Commission Expires June 24, 1993

MISC1519 PC094

Omega

Schedule of Basic
Rent Payments

	Date	Amount
Jun 1 1988	1	5.02472189
Dec 1 1988	2	5.02472189
Jun 1 1989	3	5.02472189
Dec 1 1989	4	5.02472189
Jun 1 1990	5	5.02472189
Dec 1 1990	6	5.02472189
Jun 1 1991	7	5.02472189
Dec 1 1991	8	5.02472189
Jun 1 1992	9	5.02472189
Dec 1 1992	10	5.02472189
Jun 1 1993	11	4.82668195
Dec 1 1993	12	3.42649369
Jun 1 1994	13	4.82668195
Dec 1 1994	14	3.42649369
Jun 1 1995	15	3.45384044
Dec 1 1995	16	4.79933520
Jun 1 1996	17	3.40233853
Dec 1 1996	18	4.85083710
Jun 1 1997	19	4.96441774
Dec 1 1997	20	3.28875789
Jun 1 1998	21	5.02645766
Dec 1 1998	22	3.22671797
Jun 1 1999	23	4.22450446
Dec 1 1999	24	4.02867118
Jun 1 2000	25	6.11148965
Dec 1 2000	26	3.03531085
Jun 1 2001	27	5.45232094
Dec 1 2001	28	3.69447956
Jun 1 2002	29	5.48427197
Dec 1 2002	30	3.66252853
Jun 1 2003	31	6.37529353
Dec 1 2003	32	3.69594254
Jun 1 2004	33	6.48665655
Dec 1 2004	34	3.58457951
Jun 1 2005	35	6.57680423
Dec 1 2005	36	3.49443183
Jun 1 2006	37	6.67010520
Dec 1 2006	38	3.40113086
Jun 1 2007	39	6.77060844
Dec 1 2007	40	3.30062762
Jun 1 2008	41	6.87899021
Dec 1 2008	42	3.19224585
Jun 1 2009	43	6.89434423
Dec 1 2009	44	3.07689183
Jun 1 2010	45	7.08337432
Dec 1 2010	46	2.98786174
Jun 1 2011	47	8.39882431
Dec 1 2011	48	1.67241176
Jun 1 2012	49	8.57303851
Dec 1 2012	50	1.49819756
Jun 1 2013	51	7.93889380
Dec 1 2013	52	2.13234227
Jun 1 2014	53	9.64722903
Dec 1 2014	54	0.42400703
Jun 1 2015	55	10.06672692
Dec 1 2015	56	0.00450914
Jun 1 2016	57	0.10816752
Dec 1 2016	58	9.96306854
Jun 1 2017	59	5.03561803
Totals		281.49277278

MISC1519 PG095

Schedule of Casualty Values

Date		
Dec	1	1992 116.48039374
Dec	8	1992 117.35508770
Jun	1	1993 118.56895979
Dec	1	1993 119.42990411
Jun	1	1994 118.8316 7
Dec	1	1994 119.4316 82
Jun	1	1995 119.9282 24
Dec	1	1995 118.98175148
Jun	1	1996 119.29986591
Dec	1	1996 118.06717532
Jun	1	1997 116.60448904
Dec	1	1997 116.76353487
Jun	1	1998 115.19045638
Dec	1	1998 115.35915914
Jun	1	1999 114.53599473
Dec	1	1999 113.87774722
Jun	1	2000 111.14296567
Dec	1	2000 111.36260270
Jun	1	2001 109.17190167
Dec	1	2001 108.65041829
Jun	1	2002 106.33873729
Dec	1	2002 105.76880980
Jun	1	2003 102.48714877
Dec	1	2003 101.77052577
Jun	1	2004 98.26276242
Dec	1	2004 97.53523663
Jun	1	2005 93.81593982
Dec	1	2005 93.05031672
Jun	1	2006 89.10966797
Dec	1	2006 88.30174691
Jun	1	2007 84.12514566
Dec	1	2007 83.27418509
Jun	1	2008 78.84586627
Dec	1	2008 77.95132346
Jun	1	2009 73.25594922
Dec	1	2009 72.31588528
Jun	1	2010 67.37133048
Dec	1	2010 66.35347204
Jun	1	2011 59.92624492
Dec	1	2011 59.99397448
Jun	1	2012 53.24013294
Dec	1	2012 53.28804937
Jun	1	2013 46.97683853
Dec	1	2013 46.28846339
Jun	1	2014 38.10940354
Dec	1	2014 38.93135899
Jun	1	2015 30.26075042
Dec	1	2015 31.39965036
Jun	1	2016 32.59779368
Dec	1	2016 24.15981901
Jun	1	2017 20.00000000

MISC1519 PG096

Schedule of Special
Casualty Values

	Date	
Dec	1 1992	114.17270174
Dec	8 1992	115.04471368
Jun	1 1993	116.19116585
Dec	1 1993	116.97987872
Jun	1 1994	116.30714971
Dec	1 1994	116.83050322
Jun	1 1995	117.24809057
Dec	1 1995	116.22018142
Jun	1 1996	116.45440623
Dec	1 1996	115.13527765
Jun	1 1997	113.58352762
Dec	1 1997	113.65080417
Jun	1 1998	111.98316868
Dec	1 1998	112.05444202
Jun	1 1999	111.13088854
Dec	1 1999	110.36920239
Jun	1 2000	107.52783997
Dec	1 2000	107.63765849
Jun	1 2001	105.33380293
Dec	1 2001	104.69572767
Jun	1 2002	102.26391303
Dec	1 2002	101.57020253
Jun	1 2003	98.16099825
Dec	1 2003	97.31295758
Jun	1 2004	93.66978441
Dec	1 2004	92.80273539
Jun	1 2005	88.93967698
Dec	1 2005	88.02592516
Jun	1 2006	83.93264790
Dec	1 2006	82.96746187
Jun	1 2007	78.62881833
Dec	1 2007	77.61089302
Jun	1 2008	73.01053749
Dec	1 2008	71.93873193
Jun	1 2009	67.06071014
Dec	1 2009	65.93245026
Jun	1 2010	60.79398261
Dec	1 2010	59.57632072
Jun	1 2011	52.94322061
Dec	1 2011	52.79882329
Jun	1 2012	45.82641098
Dec	1 2012	45.64911700
Jun	1 2013	39.10585442
Dec	1 2013	38.17837839
Jun	1 2014	29.75295435
Dec	1 2014	30.32106169
Jun	1 2015	21.38889373
Dec	1 2015	22.25828876
Jun	1 2016	23.17874028
Dec	1 2016	14.45463823
Jun	1 2017	10.00000000

Schedule of Modified
Special Casualty Values

Date		
Dec	1	1992 32.91671821
Dec	8	1992 33.79024614
Jun	1	1993 35.34782401
Dec	1	1993 34.53086463
Jun	1	1994 35.18389821
Dec	1	1994 34.23037693
Jun	1	1995 34.59629495
Dec	1	1995 34.83246415
Jun	1	1996 35.06327240
Dec	1	1996 35.05120442
Jun	1	1997 35.05122699
Dec	1	1997 35.05122699
Jun	1	1998 35.02673426
Dec	1	1998 35.02673425
Jun	1	1999 35.00057819
Dec	1	1999 35.00057819
Jun	1	2000 34.13545339
Dec	1	2000 34.13545339
Jun	1	2001 34.13545339
Dec	1	2001 34.14509490
Jun	1	2002 33.38293902
Dec	1	2002 33.05215528
Jun	1	2003 32.22817277
Dec	1	2003 31.73260390
Jun	1	2004 30.74473492
Dec	1	2004 30.17872588
Jun	1	2005 29.16413059
Dec	1	2005 28.53136477
Jun	1	2006 27.46113238
Dec	1	2006 26.78433803
Jun	1	2007 25.65312978
Dec	1	2007 24.93186318
Jun	1	2008 23.73783354
Dec	1	2008 22.96778959
Jun	1	2009 21.70921862
Dec	1	2009 20.88643471
Jun	1	2010 19.56053669
Dec	1	2010 18.65127405
Jun	1	2011 17.22326353
Dec	1	2011 16.26630204
Jun	1	2012 15.97594571
Dec	1	2012 13.80672365
Jun	1	2013 13.47210557
Dec	1	2013 12.80699042
Jun	1	2014 11.65008896
Dec	1	2014 11.96438611
Jun	1	2015 12.41337866
Dec	1	2015 13.01326877
Jun	1	2016 13.75968689
Dec	1	2016 14.71252599
Jun	1	2017 5.03561803

MISC1519 PG098

Schedule of Special
Termination Values

	Date	
Dec	1 1992	117.63423973
Dec	8 1992	118.51027471
Jun	1 1993	119.75785675
Dec	1 1993	120.65491680
Jun	1 1994	120.09382630
Dec	1 1994	120.73220961
Jun	1 1995	121.26832108
Dec	1 1995	120.36253652
Jun	1 1996	120.72259576
Dec	1 1996	119.53312415
Jun	1 1997	118.11496974
Dec	1 1997	118.31990022
Jun	1 1998	116.74410024
Dec	1 1998	117.01151770
Jun	1 1999	116.23854783
Dec	1 1999	115.63201964
Jun	1 2000	112.95052851
Dec	1 2000	113.22507480
Jun	1 2001	111.09095103
Dec	1 2001	110.62776360
Jun	1 2002	108.37614943
Dec	1 2002	107.86811344
Jun	1 2003	104.65022402
Dec	1 2003	103.99930987
Jun	1 2004	100.55925142
Dec	1 2004	99.90148725
Jun	1 2005	96.25407124
Dec	1 2005	95.56251251
Jun	1 2006	91.69817800
Dec	1 2006	90.96888943
Jun	1 2007	86.87330933
Dec	1 2007	86.10583112
Jun	1 2008	81.76353065
Dec	1 2008	80.95761923
Jun	1 2009	76.35356877
Dec	1 2009	75.50760279
Jun	1 2010	70.66000442
Dec	1 2010	69.74204771
Jun	1 2011	63.41775707
Dec	1 2011	63.59155007
Jun	1 2012	56.94699393
Dec	1 2012	57.10751555
Jun	1 2013	50.91233059
Dec	1 2013	50.34350590
Jun	1 2014	42.28762813
Dec	1 2014	43.23650764
Jun	1 2015	34.69667877
Dec	1 2015	35.97033115
Jun	1 2016	37.30732038
Dec	1 2016	29.01240940
Jun	1 2017	25.00000000

ENCLOSURE 2

Eight (8) Ohio Edison Lease Amendments
(November 3, 1992 Notification)

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between

LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
CHRYSLER CONSORTIUM CORPORATION
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

CHRYSLER CONSORTIUM CORPORATION

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Events of Default. Section 15(i) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(f) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL

Amendment No. 2 to Facility Lease

COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

#

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Amendment No. 2 to Facility Lease

CHRYSLER CONSORTIUM CORPORATION

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: [Signature]

Title: Assistant Cashier

By: [Signature]

Name: James E. Mogavero

Title: Authorized Officer

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: B. J. L. [Signature]

Title: SECRETARY

By: [Signature]

Name: T. F. STRUCK

Title: ASSISTANT TREASURER

Date: 11.5.92

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. H. Muel
Name: R. H. Muel
Title: TREASURER
Date: 11-3-92

STATE OF NEW YORK

COUNTY OF NEW YORK

REPORT ME [redacted] y Public in and for said County and State,
personally [redacted] the above-named OHIO EDISON COMPANY, by
[redacted] its [redacted], who
[redacted] she did sig. the foregoing instrument on
[redacted] a corporation by authority of its Board of Directors
the same is the free act and deed of said corporation and
[redacted] free act and deed individual? and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at New York, New York this 20 day of November, 1992.



Notary Public

My Commission Expires 9/23/93

Notary Public
New York
County
1992, 1993

Amendment No. 2 to Facility Lease


CHRYSLER CONSORTIUM CORPORATION

Commonwealth of Massachusetts)
) ss.:
Suffolk County)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.

Boston, MA



Notary Public
Chi C. Ma

My Commission Expires 9-27-96

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Amendment No. 2 to Facility Lease

CHRYSLER CONSORTIUM CORPORATION

McMANUS & MILES

ABC File: crfix

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Outside 90/110, Fee Overleveraging

Rent Stream 1

Date		Amount
Dec 1 1987	1	2718862.53
Jun 1 1988	2	8342158.60
Dec 1 1988	3	8342158.60
Jun 1 1989	4	8342158.60
Dec 1 1989	5	8342158.60
Jun 1 1990	6	8342158.60
Dec 1 1990	7	8342158.60
Jun 1 1991	8	8342158.60
Dec 1 1991	9	8342158.60
Jun 1 1992	10	8342158.60
Nov 5 1992	11	0.00
Dec 1 1992	12	8041973.67
Jun 1 1993	13	8067985.50
Dec 1 1993	14	8067985.50
Jun 1 1994	15	8263104.65
Dec 1 1994	16	8282217.50
Jun 1 1995	17	8282217.50
Dec 1 1995	18	8282217.50
Jun 1 1996	19	8282217.50
Dec 1 1996	20	8282217.50
Jun 1 1997	21	8282217.50
Dec 1 1997	22	9084544.30
Jun 1 1998	23	10194938.40
Dec 1 1998	24	10195525.60
Jun 1 1999	25	10194883.70
Dec 1 1999	26	10043376.39
Jun 1 2000	27	10195720.00
Dec 1 2000	28	10195720.00
Jun 1 2001	29	10195720.00
Dec 1 2001	30	10195720.00
Jun 1 2002	31	10195720.00
Dec 1 2002	32	10195720.00
Jun 1 2003	33	10195720.00
Dec 1 2003	34	10195720.00
Jun 1 2004	35	10195720.00
Dec 1 2004	36	10195720.00
Jun 1 2005	37	10195720.00
Dec 1 2005	38	10195720.00
Jun 1 2006	39	10195720.00
Dec 1 2006	40	10195720.00
Jun 1 2007	41	10195720.00
Dec 1 2007	42	10195720.00
Jun 1 2008	43	10195720.00
Dec 1 2008	44	10195720.00
Jun 1 2009	45	10195720.00
Dec 1 2009	46	10195720.00
Jun 1 2010	47	10195720.00
Dec 1 2010	48	10195720.00
Jun 1 2011	49	10195720.00
Dec 1 2011	50	10195720.00
Jun 1 2012	51	10195720.00
Dec 1 2012	52	10195720.00
Jun 1 2013	53	10195720.00
Dec 1 2013	54	10195720.00
Jun 1 2014	55	10195720.00
Dec 1 2014	56	10195720.00
Jun 1 2015	57	10195720.00

Schedule 1 to
Amendment No. 2
to Facility Leas
(Subject to approval
by Chrysler)

McMANUS & MILES

ABC File: crfix

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Outside 90/110, Fee Overleveraging

Rent Stream 1

	Date		Amount
Dec	1 2015	58	10195720.00
Jun	1 2016	59	10195720.00
Dec	1 2016	60	10195720.00
Jun	1 2017	61	10195720.00

Totals			566476112.64

SCHEDULE 2
 TO AMENDMENT NO. 2
 TO FACILITY LEASE

SCHEDULE 2 OF CASUALTY VALUES

SETTLEMENT DATE	% OF FACILITY COST
Dec 1 1992	107.15020
Feb 1 1993	107.45389
Jun 1 1993	106.60172
Dec 1 1993	107.26154
Jun 1 1994	107.70309
Dec 1 1994	107.99627
Jun 1 1995	108.17753
Dec 1 1995	108.20940
Jun 1 1996	108.12103
Dec 1 1996	107.99931
Jun 1 1997	107.87338
Dec 1 1997	107.34191
Jun 1 1998	106.23592
Dec 1 1998	106.08572
Jun 1 1999	103.88963
Dec 1 1999	102.64638
Jun 1 2000	101.36260
Dec 1 2000	100.01579
Jun 1 2001	98.62031
Dec 1 2001	97.17784
Jun 1 2002	95.68333
Dec 1 2002	94.13857
Jun 1 2003	92.53815
Dec 1 2003	90.88402
Jun 1 2004	89.17036
Dec 1 2004	87.39926
Jun 1 2005	85.56452
Dec 1 2005	83.66638
Jun 1 2006	81.70418
Dec 1 2006	79.67435
Jun 1 2007	77.57176
Dec 1 2007	75.39903
Jun 1 2008	73.14850
Dec 1 2008	70.82302
Jun 1 2009	68.41437
Dec 1 2009	65.92562
Jun 1 2010	63.34797
Dec 1 2010	60.68474
Jun 1 2011	57.92649
Dec 1 2011	55.07680
Jun 1 2012	52.12565
Dec 1 2012	49.08532
Jun 1 2013	46.00608
Dec 1 2013	42.92249
Jun 1 2014	39.81815
Dec 1 2014	36.73403
Jun 1 2015	33.65374
Dec 1 2015	30.62433
Jun 1 2016	27.56493
Dec 1 2016	23.54607
Jun 1 2017	20.00000

Amendment No. 2 to Facility Lease

CHRYSLER CREDIT CORPORATION

SCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

SCHEDULE OF SPECIAL CASUALTY VALUES

SETTLEMENT DATE	% OF FACILITY COST
Dec 1 1992	106.00845
Feb 1 1993	106.29716
Jun 1 1993	105.40826
Dec 1 1993	106.01405
Jun 1 1994	106.39911
Dec 1 1994	106.63524
Jun 1 1995	106.75278
Dec 1 1995	106.72013
Jun 1 1996	106.56433
Dec 1 1996	106.37213
Jun 1 1997	106.17251
Dec 1 1997	105.56403
Jun 1 1998	104.37753
Dec 1 1998	103.14318
Jun 1 1999	101.85932
Dec 1 1999	100.52394
Jun 1 2000	99.14404
Dec 1 2000	97.69678
Jun 1 2001	96.19629
Dec 1 2001	94.64405
Jun 1 2002	93.03481
Dec 1 2002	91.37012
Jun 1 2003	89.64435
Dec 1 2003	87.85917
Jun 1 2004	86.00854
Dec 1 2004	84.09428
Jun 1 2005	82.10988
Dec 1 2005	80.05731
Jun 1 2006	77.92960
Dec 1 2006	75.72885
Jun 1 2007	73.44760
Dec 1 2007	71.06013
Jun 1 2008	68.64239
Dec 1 2008	66.11286
Jun 1 2009	63.49093
Dec 1 2009	60.77924
Jun 1 2010	57.96856
Dec 1 2010	55.06174
Jun 1 2011	52.04887
Dec 1 2011	48.93304
Jun 1 2012	45.70369
Dec 1 2012	42.37256
Jun 1 2013	38.98936
Dec 1 2013	35.58804
Jun 1 2014	32.15159
Dec 1 2014	28.72031
Jun 1 2015	25.27715
Dec 1 2015	21.86844
Jun 1 2016	18.21256
Dec 1 2016	14.27927
Jun 1 2017	10.00000

Amendment No. 2 to Facility Lease

SCHEDULE 4
TO AMENDMENT NO. 2
TO FACILITY LEASE

SCHEDULE OF MODIFIED SPECIAL CASUALTY VALUES

DATE	EXPOSURE IN \$
Dec 1 1992	62,609,398
Feb 1 1993	63,387,525
Jun 1 1993	61,609,627
Dec 1 1993	62,822,261
Jun 1 1994	63,873,431
Dec 1 1994	64,674,557
Jun 1 1995	65,252,292
Dec 1 1995	65,342,746
Jun 1 1996	65,601,267
Dec 1 1996	65,601,267
Jun 1 1997	65,600,881
Dec 1 1997	65,600,283
Jun 1 1998	65,600,283
Dec 1 1998	65,600,283
Jun 1 1999	65,600,283
Dec 1 1999	65,599,641
Jun 1 2000	65,896,988
Dec 1 2000	65,117,889
Jun 1 2001	64,324,959
Dec 1 2001	63,121,509
Jun 1 2002	62,129,596
Dec 1 2002	60,833,886
Jun 1 2003	59,767,810
Dec 1 2003	58,374,883
Jun 1 2004	57,228,862
Dec 1 2004	55,731,698
Jun 1 2005	54,499,884
Dec 1 2005	52,691,345
Jun 1 2006	51,567,786
Dec 1 2006	49,839,654
Jun 1 2007	48,417,164
Dec 1 2007	46,561,452
Jun 1 2008	45,032,213
Dec 1 2008	43,838,129
Jun 1 2009	41,395,686
Dec 1 2009	39,253,739
Jun 1 2010	37,489,693
Dec 1 2010	35,189,439
Jun 1 2011	33,294,366
Dec 1 2011	30,823,203
Jun 1 2012	28,788,768
Dec 1 2012	26,680,657
Jun 1 2013	27,846,859
Dec 1 2013	27,773,415
Jun 1 2014	28,851,484
Dec 1 2014	30,383,377
Jun 1 2015	32,368,200
Dec 1 2015	34,900,566
Jun 1 2016	28,316,899
Dec 1 2016	19,620,650
Jun 1 2017	18,195,728

Amendment No. 2 to Facility Lease

SUBJECT CORPORATION CORPORATION

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement including, without limitation, amounts due under the Fee Letter".

b. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

c. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

d. Events of Default. Section 15(i) of the Facility Lease is amended in its entirety to read as follows:

" (i) the Lessee shall fail to make, or cause to be made (w) any payment of Casualty Value or Special Casualty Value when due or (x) any payment of Basic Rent within 5 Business Days after the same shall become due or (y) any payment of Supplemental Rent in respect of the Fee Letter within 3 Business Days after the same shall become due or (z) any payment of Supplemental Rent (other than Casualty Value or Special Casualty Value or any payment referred to in clause (y) hereof) including, without limitation, any payments due under the Tax Indemnification Agreement, within 20 days after the same shall become due or be demanded, as the case may be."

e. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
MISSION FUNDING ALPHA
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

MISSION FUNDING ALPHA

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Reoptimization. Section 3(d) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Computation of Adjustments. Section 3(f) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(f) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(g) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or

continued through the transfer or possession of any counterpart other than the "Original".

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Amendment No. 2 to Facility Lease

MISSION FUNDING ALPHA

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: *[Signature]*

Title: Assistant Cashier

By: *[Signature]*

Name: James E. Mogavero

Title: Authorized Officer

Date: 11.5.92

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: E. F. Struck

Title: SECRETARY

By: E. F. Struck II

Name: T. F. STRUCK

Title: ASSISTANT TREASURER

Date: 11 5 92

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. A. Mearl
Name: R. A. Mearl
Title: TREASURER
Date: 11-3-92

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Amendment No. 2 to Facility Lease

MISSION FUNDING ALPHA

Commonwealth of Massachusetts)
) SS.:
Suffolk County)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.

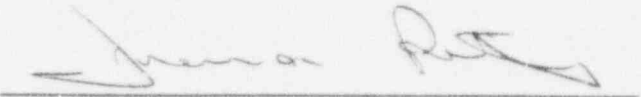


Notary Public
Chi C. Ma
My Commission Expires 9-27-96

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named OHIO EDISON COMPANY, by
W. J. STUCH, its ASSISTANT TREASURER, who
acknowledged that he/she did sign the foregoing instrument on
behalf of said corporation by authority of its Board of Directors
and that the same is the free act and deed of said corporation and
his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at New York, New York this 5th day of November, 1992.



Notary Public

My Commission Expires 9/23/93

FRANKLIN D. ROSS
Notary Public for New York
State
County of New York
Commission Expires 9/23/93

MISSION FIRST FINANCIAL
 OHIO EDISON REFINANCING

SCHEDULE 1
 TO AMENDMENT NO. 2
 TO FACILITY LEASE

Basic Rent Schedule *

Date	Amount
Dec 1 1992	1.00612652
Jun 1 1993	3.27864688
Dec 1 1993	3.27864688
Jun 1 1994	3.28890877
Dec 1 1994	3.47615226
Jun 1 1995	3.47615226
Dec 1 1995	3.63775867
Jun 1 1996	3.63775867
Dec 1 1996	3.83364781
Jun 1 1997	3.92204530
Dec 1 1997	3.92204530
Jun 1 1998	4.11867708
Dec 1 1998	4.11867708
Jun 1 1999	4.32456302
Dec 1 1999	4.32456302
Jun 1 2000	4.52487119
Dec 1 2000	4.52487119
Jun 1 2001	4.75703473
Dec 1 2001	4.75703473
Jun 1 2002	4.91518588
Dec 1 2002	4.91518588
Jun 1 2003	5.08760530
Dec 1 2003	5.08760530
Jun 1 2004	5.08760530
Dec 1 2004	5.08760530
Jun 1 2005	5.08760530
Dec 1 2005	5.08760530
Jun 1 2006	5.08760530
Dec 1 2006	5.08760530
Jun 1 2007	5.08760530
Dec 1 2007	5.08760530
Jun 1 2008	5.08760530
Dec 1 2008	5.08760530
Jun 1 2009	5.08760530
Dec 1 2009	5.08760530
Jun 1 2010	5.08760530
Dec 1 2010	5.08760530
Jun 1 2011	5.08760530
Dec 1 2011	5.08760530
Jun 1 2012	5.08760530
Dec 1 2012	5.08760530
Jun 1 2013	5.08760530
Dec 1 2013	5.08760530
Jun 1 2014	5.08760530
Dec 1 2014	5.08760530
Jun 1 2015	5.08760530
Dec 1 2015	5.08760530
Jun 1 2016	5.08760530
Dec 1 2016	5.08760530
Jun 1 2017	5.08760530

* As a percent of facility cost

MISSION FIRST FINANCIAL
OHIO EDISON REFINANCING

Table of Casualty Values*

<u>Date</u>	<u>Casualty Value</u>
Dec 1 1992	116.75021968
Jun 1 1993	117.90817142
Dec 1 1993	118.98223118
Jun 1 1994	118.87879903
Dec 1 1994	120.44277783
Jun 1 1995	120.84452369
Dec 1 1995	120.90957930
Jun 1 1996	120.78700319
Dec 1 1996	120.32877011
Jun 1 1997	118.78866276
Dec 1 1997	118.19066554
Jun 1 1998	118.39701933
Dec 1 1998	117.87494116
Jun 1 1999	118.81788354
Dec 1 1999	118.42241904
Jun 1 2000	114.30198099
Dec 1 2000	112.71209466
Jun 1 2001	111.06801240
Dec 1 2001	108.38743839
Jun 1 2002	107.88102193
Dec 1 2002	106.48217888
Jun 1 2003	108.28417783
Dec 1 2003	101.07825750
Jun 1 2004	98.82030227
Dec 1 2004	96.50163229
Jun 1 2005	94.12231424
Dec 1 2005	91.99387780
Jun 1 2006	89.20186668
Dec 1 2006	86.84421896
Jun 1 2007	84.02621714
Dec 1 2007	81.36584111
Jun 1 2008	78.78948910
Dec 1 2008	76.87733294
Jun 1 2009	73.11732484
Dec 1 2009	70.18901716
Jun 1 2010	67.18846682
Dec 1 2010	64.11389653
Jun 1 2011	60.87307928
Dec 1 2011	57.78083184
Jun 1 2012	54.46837086
Dec 1 2012	51.06303774
Jun 1 2013	47.63465407
Dec 1 2013	44.03773428
Jun 1 2014	40.48406953
Dec 1 2014	36.96348050
Jun 1 2015	33.56187887
Dec 1 2015	30.28870482
Jun 1 2016	27.22977291
Dec 1 2016	23.77883109
Jun 1 2017	20.00000000

* As a percent of facility cost

007-80-92 FRI 16:12

MISSION 1st FINANCIAL

FAX NO. 7147570140

P. 05

MISSION FIRST FINANCIAL
OHIO EDISON REFINANCINGSCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

Table of Special Casualty Values*

Date	Specialty Value
Dec 1 1992	116.53696099
Jun 1 1993	116.64153597
Dec 1 1993	117.65696094
Jun 1 1994	118.49628363
Dec 1 1994	118.00153862
Jun 1 1995	119.33689006
Dec 1 1995	119.88676256
Jun 1 1996	119.14709220
Dec 1 1996	118.81472568
Jun 1 1997	117.96123200
Dec 1 1997	117.82469603
Jun 1 1998	116.44887293
Dec 1 1998	116.64060760
Jun 1 1999	114.39436380
Dec 1 1999	113.20883826
Jun 1 2000	111.88790128
Dec 1 2000	110.29622727
Jun 1 2001	108.66880030
Dec 1 2001	108.78436730
Jun 1 2002	104.78213207
Dec 1 2002	102.86237591
Jun 1 2003	100.22814306
Dec 1 2003	97.85043858
Jun 1 2004	98.65490248
Dec 1 2004	93.08278999
Jun 1 2005	90.87033158
Dec 1 2005	87.97814876
Jun 1 2006	86.82289863
Dec 1 2006	83.89463753
Jun 1 2007	79.80061002
Dec 1 2007	76.96217384
Jun 1 2008	74.18869078
Dec 1 2008	71.18686468
Jun 1 2009	68.89674181
Dec 1 2009	64.84308150
Jun 1 2010	61.71495218
Dec 1 2010	58.89962765
Jun 1 2011	56.00735832
Dec 1 2011	51.82270122
Jun 1 2012	47.86726678
Dec 1 2012	44.29486383
Jun 1 2013	40.54789019
Dec 1 2013	36.69936294
Jun 1 2014	32.77023156
Dec 1 2014	28.88990161
Jun 1 2015	26.13364026
Dec 1 2015	21.80018606
Jun 1 2016	18.96167831
Dec 1 2016	14.19998038
Jun 1 2017	10.00000000

* As a percent of facility cost

**MISSION FIRST FINANCIAL
OHIO EDISON REFINANCING**

Table of Modified Special Casualty Values

SCHEDULE 4
TO AMENDMENT NO. 2
TO FACILITY LEASE

<u>Date</u>	<u>Cumulative Value*</u>	<u>Geometry Value</u>
Dec 1 1992	\$7,444,573.61	\$98,611,434.02
Jun 1 1993	\$8,627,259.89	\$99,318,148.23
Dec 1 1993	\$9,489,488.08	\$99,748,748.21
Jun 1 1994	\$10,116,382.1	\$100,778,848.68
Dec 1 1994	\$10,888,880.08	\$102,417,480.22
Jun 1 1995	\$11,483,329.48	\$103,858,323.72
Dec 1 1995	\$11,783,528.58	\$104,488,818.48
Jun 1 1996	\$11,828,514.6	\$104,818,878.64
Dec 1 1996	\$11,928,816.96	\$104,818,782.41
Jun 1 1997	\$11,928,812.8	\$104,818,703.14
Dec 1 1997	\$11,928,812.8	\$104,818,703.13
Jun 1 1998	\$11,928,812.83	\$104,818,318.33
Dec 1 1998	\$11,928,812.83	\$104,818,318.33
Jun 1 1999	\$11,928,812.83	\$104,814,838.14
Dec 1 1999	\$11,928,812.83	\$104,814,838.13
Jun 1 2000	\$11,928,812.83	\$104,814,762.53
Dec 1 2000	\$11,928,812.83	\$104,814,762.53
Jun 1 2001	\$11,928,812.83	\$104,814,762.53
Dec 1 2001	\$11,928,812.83	\$104,814,762.53
Jun 1 2002	\$11,928,812.83	\$104,814,762.53
Dec 1 2002	\$11,928,812.83	\$104,814,762.53
Jun 1 2003	\$11,928,812.83	\$104,814,762.53
Dec 1 2003	\$11,928,812.83	\$104,814,762.53
Jun 1 2004	\$11,928,812.83	\$104,814,762.53
Dec 1 2004	\$11,928,812.83	\$104,814,762.53
Jun 1 2005	\$11,928,812.83	\$104,814,762.53
Dec 1 2005	\$11,928,812.83	\$104,814,762.53
Jun 1 2006	\$11,928,812.83	\$104,814,762.53
Dec 1 2006	\$11,928,812.83	\$104,814,762.53
Jun 1 2007	\$11,928,812.83	\$104,814,762.53
Dec 1 2007	\$11,928,812.83	\$104,814,762.53
Jun 1 2008	\$11,928,812.83	\$104,814,762.53
Dec 1 2008	\$11,928,812.83	\$104,814,762.53
Jun 1 2009	\$11,928,812.83	\$104,814,762.53
Dec 1 2009	\$11,928,812.83	\$104,814,762.53
Jun 1 2010	\$11,928,812.83	\$104,814,762.53
Dec 1 2010	\$11,928,812.83	\$104,814,762.53
Jun 1 2011	\$11,928,812.83	\$104,814,762.53
Dec 1 2011	\$11,928,812.83	\$104,814,762.53
Jun 1 2012	\$11,928,812.83	\$104,814,762.53
Dec 1 2012	\$11,928,812.83	\$104,814,762.53
Jun 1 2013	\$11,928,812.83	\$104,814,762.53
Dec 1 2013	\$11,928,812.83	\$104,814,762.53
Jun 1 2014	\$11,928,812.83	\$104,814,762.53
Dec 1 2014	\$11,928,812.83	\$104,814,762.53
Jun 1 2015	\$11,928,812.83	\$104,814,762.53
Dec 1 2015	\$11,928,812.83	\$104,814,762.53
Jun 1 2016	\$11,928,812.83	\$104,814,762.53
Dec 1 2016	\$11,928,812.83	\$104,814,762.53
Jun 1 2017	\$11,928,812.83	\$104,814,762.53

*As a percent of facility cost

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement".

b. Reoptimization. Section 3(d) of the Facility Lease is hereby amended by insertion of "(i)" immediately following the first parenthetical therein, deleting the period at the end thereof, and adding at the end thereof, the following:

"or (ii) on one other occasion elected by the Owner Participant, subject to the following conditions:

(a) the purpose for such adjustments shall be to reduce the Owner Participant's California state tax liability;

(b) in the Lessee's reasonable judgment, there shall be no immediate adverse consequences to it resulting from such adjustments;

(c) the Owner Participant and the Lessor shall waive any tax indemnification liability of the Lessee which arises as a result of the making of such adjustments, and the Owner Participant shall agree to reimburse the Lessee for the reasonable costs and expenses incurred by it in effectuating such adjustments;

(d) the aggregate average life of the Outstanding Fixed Rate Notes shall not be varied by more than is then permitted by the Transaction Documents as amended and supplemented;

(e) such adjustments shall not increase the "objective function" contained in the computer file OE1192-MISS-FIN (referred to in Schedule 3A of Amendment No. 4 to the Participation Agreement) and the resulting rent schedule shall satisfy the constraints on pattern of rent contained in such computer file; and

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

(f) satisfactory arrangements are made which can reasonably be expected to protect the Lessee from possible future significant adverse consequences that are foreseen at the time the Owner Participant elects to exercise the right herein granted. The Lessee will co-operate with the Owner Participant to accomplish such arrangements.

With respect to the adjustments referred to, and subject to the conditions set forth, in clause (ii) of the preceding sentence, the Owner Participant may calculate and adjust Basic Rent and the schedules of Casualty Value, Special Casualty Value and Modified Special Casualty Value without regard to the assumptions and restrictions set forth in subparagraphs (i) through (viii) of the second paragraph of Section 3(f) hereof, and the verification procedures set forth in Section 3(f) shall be inapplicable."

c. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

d. Computation of Adjustments. Section 3(f) of the Facility Lease is amended as follows:

(i) by amending subparagraph (iv) to read in its entirety as follows:

"(iv) If (x) the present value (discounted semiannually to the Closing Date at the Discount Rate) of Revised Base File Rent payments by Lessee over the Basic Lease Term, expressed as a percentage of Facility Cost (the "Revised Present Value") minus (y) the Original Present Value is not more than (z) 1.6% of Facility Cost (the "Tax Rate Cap"), the components of Net Economic Return in the Revised Base File shall be those set forth in the Base File in effect on the Closing Date (the "Base File Net Economic Return") and the components of Net Economic Return shall not be adjusted. If (x) the

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Amendment No. 2 to Facility Lease

MISSION FUNDING ALPHA

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

Revised Present Value minus (y) the Original Present Value is more than (z) the Tax Rate Cap, the Owner Participant shall adjust the components of Base File Net Economic Return in the Revised Base File (the "Adjusted Base File Net Economic Return") such that (m) the Revised Present Value (determined utilizing such Adjusted Base File Net Economic Return and an Optimal Structure) minus (n) the Original Present Value is not more than (o) the Tax Rate Cap and the Components of Net Economic Return will be adjusted by the same absolute adjustment which occurred to the Base File Net Economic Return (the "Adjusted Net Economic Return"). Such Revised Base File Rent, the revised debt amortization schedule determined in the calculation thereof and the new tax rate for the period subsequent to the effective date of the Tax Rate Change shall be incorporated in the Assumptions in such Revised Base File for purposes of creating a Revised Base File in connection with any subsequent Tax Rate Change; provided, however, that the Tax Rate Cap shall always be measured by reference to the Original Present Value as derived from the Base File in effect on the Closing Date."

(ii) by amending subparagraph (v) to read in its entirety as follows:

"(v) Adjustments to Basic Rent and the schedules of Casualty Values, Special Casualty Values and Modified Special Casualty Values as a result of a Tax Rate Change (a) shall be made so as to preserve Net Economic Return if Base File Net Economic Return was maintained under subparagraph (iv) or Adjusted Net Economic Return if Base File Net Economic Return was adjusted under subparagraph (iv) and adjustment to Net Economic Return is made as described in subparagraph (iv), (b) shall comply with Section 3(e) hereof, and (c) shall to the extent possible and not inconsistent with clauses (a) and (b) of this subparagraph (v) (but subject to the following assumptions and procedures) minimize the net present value cost of Basic Rent to the Lessee. In order to achieve the foregoing, the Owner Participant shall initially determine "Optimized Basic Rent" in accordance with the procedures described in this

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

subparagraph (v) and subparagraphs (vi) and (vii) below. In order to determine the Optimized Basic Rent, the Owner Participant will prepare a pricing file (the "Preliminary Optimized Rent Pricing File") which incorporates all of the assumptions contained in the Initial Pricing File (or, if one or more pricing files have been prepared subsequent to the date of the Initial Pricing File, the pricing file prepared in connection with the next preceding adjustment to Basic Rent) adjusted to reflect actual rent and debt amortization schedules prior to the latest Tax Rate Change except that the interest rates to be applied on the debt shall be the preliminary market interest rates on the Notes which shall be determined in the sole discretion of the Lessee (the "Preliminary Market Interest Rates"). The principal amount of the Notes (assumed outstanding in the period after the effective date of the Tax Rate Change) and the scheduled amortization of such Notes shall be recalculated in a manner (the "Optimal Debt Structure") so as to minimize the net present value (discounted at the resulting weighted average interest rate on the Notes) of the Basic Rent payments by the Lessee over the Basic Lease Term (utilizing the Optimal Structure)."

(iii) by inserting in subparagraph (vi)(A) immediately before the parenthetical the following:

"or, in case of Revised Base File Rent, Base File Net Economic Return or Adjusted Base File Net Economic Return, as appropriate"

e. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

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Amendment No. 2 to Facility Lease

MISSION FUNDING ALPHA

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

f. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
BEAVER VALLEY TWO PI LIMITED PARTNERSHIP
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

BEAVER VALLEY TWO PI LIMITED PARTNERSHIP

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Computation of Adjustments. Section 3(f) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual

dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO PI LIMITED PARTNERSHIP

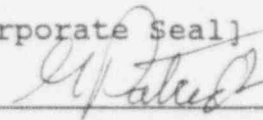
IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: 

By: 

Name: James E. Mogavero

Title: Assistant Cashier

Title: Authorized Officer

Date: 11.5.92

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: S. F. H. Ho

Title: SECRETARY

By: T. F. Struck

Name: T. F. STRUCK

Title: ASSISTANT TREASURER

Date: 11.5.92

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. A. Munt
Name: Ohio Edison
Title: TREASURER
Date: 11-9-52

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Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO PI LIMITED PARTNERSHIP

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named OHIO EDISON COMPANY, by W. F. STRUCK, its MANAGING TREASURER, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is the free act and deed of said corporation and his/her free act and deed individually and as such officer.

Dean RST
Notary Public

Suffolk County

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New~~
~~York, New York~~ this 9th day of November, 1992.
Boston, Ma

Ch. Ar—

My Commission Expires 9-27-96

Beaver Valley Two Pl
Limited Partnership

SCHEDULE 1
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Basic Rent %	Basic Rent
Dec 1 1992	1.7408565	\$879,220.44
Jun 1 1993	3.2372939	\$1,634,996.90
Dec 1 1993	3.2372939	\$1,634,996.90
Jun 1 1994	3.2376707	\$1,635,187.23
Dec 1 1994	3.2376707	\$1,635,187.23
Jun 1 1995	3.2376707	\$1,635,187.23
Dec 1 1995	3.5614378	\$1,798,705.95
Jun 1 1996	3.5695320	\$1,802,793.92
Dec 1 1996	3.5695320	\$1,802,793.92
Jun 1 1997	3.5695320	\$1,802,793.92
Dec 1 1997	3.9264852	\$1,983,073.32
Jun 1 1998	3.9354090	\$1,987,580.30
Dec 1 1998	3.9354090	\$1,987,580.30
Jun 1 1999	3.9364341	\$1,988,098.03
Dec 1 1999	4.3279248	\$2,185,820.60
Jun 1 2000	4.3387884	\$2,191,307.28
Dec 1 2000	4.3387884	\$2,191,307.28
Jun 1 2001	4.5557278	\$2,300,872.64
Dec 1 2001	4.5557278	\$2,300,872.64
Jun 1 2002	4.7835142	\$2,415,916.28
Dec 1 2002	4.7835142	\$2,415,916.28
Jun 1 2003	4.8593399	\$2,454,212.06
Dec 1 2003	4.8593399	\$2,454,212.06
Jun 1 2004	4.8593399	\$2,454,212.06
Dec 1 2004	4.8593399	\$2,454,212.06
Jun 1 2005	4.8648836	\$2,457,011.90
Dec 1 2005	5.0806981	\$2,566,009.14
Jun 1 2006	5.0806981	\$2,566,009.14
Dec 1 2006	5.0808833	\$2,566,102.70
Jun 1 2007	5.0814241	\$2,566,375.80
Dec 1 2007	5.0814241	\$2,566,375.80
Jun 1 2008	5.0814241	\$2,566,375.80
Dec 1 2008	5.0814241	\$2,566,375.80
Jun 1 2009	5.0814241	\$2,566,375.80
Dec 1 2009	5.0814241	\$2,566,375.80
Jun 1 2010	5.0814241	\$2,566,375.80
Dec 1 2010	5.0814241	\$2,566,375.80
Jun 1 2011	5.0814241	\$2,566,375.80
Dec 1 2011	5.0814241	\$2,566,375.80
Jun 1 2012	5.0814241	\$2,566,375.80
Dec 1 2012	5.0814241	\$2,566,375.80
Jun 1 2013	5.0814241	\$2,566,375.80
Dec 1 2013	5.0825197	\$2,566,929.15
Jun 1 2014	5.0827610	\$2,567,051.00
Dec 1 2014	5.0827610	\$2,567,051.00
Jun 1 2015	5.0827610	\$2,567,051.00
Dec 1 2015	5.0827610	\$2,567,051.00
Jun 1 2016	5.0827610	\$2,567,051.00
Dec 1 2016	5.0827610	\$2,567,051.00
Jun 1 2017	5.0827610	\$2,567,051.00

FROM GLOBAL LEASING

10.30.1992 15:13

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Beaver Valley Two PI Limited Partnership Casualty Values

SCHEDULE 2
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Casualty Amount %
Dec 1 1992	109.56872
Jun 1 1993	110.51869
Dec 1 1993	111.37199
Jun 1 1994	112.15749
Dec 1 1994	112.84251
Jun 1 1995	113.45008
Dec 1 1995	113.62851
Jun 1 1996	113.70105
Dec 1 1996	113.64555
Jun 1 1997	113.49000
Dec 1 1997	112.91147
Jun 1 1998	112.30028
Dec 1 1998	111.66788
Jun 1 1999	111.01395
Dec 1 1999	109.97080
Jun 1 2000	108.91166
Dec 1 2000	107.83072
Jun 1 2001	106.49898
Dec 1 2001	105.14428
Jun 1 2002	103.52304
Dec 1 2002	101.86540
Jun 1 2003	100.07604
Dec 1 2003	98.24533
Jun 1 2004	96.35338
Dec 1 2004	94.41901
Jun 1 2005	92.42065
Dec 1 2005	90.16304
Jun 1 2006	87.84367
Dec 1 2006	85.48585
Jun 1 2007	83.10811
Dec 1 2007	80.73623
Jun 1 2008	78.35440
Dec 1 2008	75.82801
Jun 1 2009	73.15144
Dec 1 2009	70.40918
Jun 1 2010	67.58764
Dec 1 2010	64.69710
Jun 1 2011	61.72326
Dec 1 2011	58.67706
Jun 1 2012	55.54337
Dec 1 2012	52.33386
Jun 1 2013	49.03263
Dec 1 2013	45.70466
Jun 1 2014	42.34591
Dec 1 2014	38.99394
Jun 1 2015	35.43727
Dec 1 2015	31.81526
Jun 1 2016	27.97680
Dec 1 2016	24.04766
Jun 1 2017	20.00000

FROM GLOBAL LEASING

18.38.1992 15:13

P. 2

Beaver Valley Two Pi Limited Partnership
Special Casualty Values

SCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Special Casualty Amount %
Dec 1 1992	108.42697
Jun 1 1993	109.32524
Dec 1 1993	110.12450
Jun 1 1994	110.85351
Dec 1 1994	111.47948
Jun 1 1995	112.02533
Dec 1 1995	112.13925
Jun 1 1996	112.14435
Dec 1 1996	112.01836
Jun 1 1997	111.78913
Dec 1 1997	111.13358
Jun 1 1998	110.44189
Dec 1 1998	109.72534
Jun 1 1999	108.98345
Dec 1 1999	107.84835
Jun 1 2000	106.69311
Dec 1 2000	105.51171
Jun 1 2001	104.07496
Dec 1 2001	102.61050
Jun 1 2002	100.87452
Dec 1 2002	99.09695
Jun 1 2003	97.18224
Dec 1 2003	95.22049
Jun 1 2004	93.19157
Dec 1 2004	91.11503
Jun 1 2005	88.96602
Dec 1 2005	86.55197
Jun 1 2006	84.06909
Dec 1 2006	81.54035
Jun 1 2007	78.98395
Dec 1 2007	76.42532
Jun 1 2008	73.84829
Dec 1 2008	71.11786
Jun 1 2009	68.22801
Dec 1 2009	65.26281
Jun 1 2010	62.20823
Dec 1 2010	59.07411
Jun 1 2011	55.84564
Dec 1 2011	52.53329
Jun 1 2012	49.12140
Dec 1 2012	45.62110
Jun 1 2013	42.01591
Dec 1 2013	38.37021
Jun 1 2014	34.67935
Dec 1 2014	30.98023
Jun 1 2015	27.06068
Dec 1 2015	23.05937
Jun 1 2016	18.82444
Dec 1 2016	14.48086
Jun 1 2017	10.00000

Beaver Valley Two PI Limited Partnership
Modified Special Casualty Values

SCHEDULE 4
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Modified Special Casualty Amount %	Modified Special Casualty Amount \$
Dec 1 1992	31.95253	16,137,647
Jun 1 1993	32.75318	16,542,010
Dec 1 1993	33.49841	16,918,389
Jun 1 1994	34.17130	17,258,232
Dec 1 1994	34.73823	17,544,561
Jun 1 1995	35.22236	17,789,071
Dec 1 1995	35.59553	17,977,540
Jun 1 1996	35.82256	18,092,202
Dec 1 1996	35.92172	18,142,283
Jun 1 1997	35.98426	18,173,869
Dec 1 1997	35.98641	18,174,955
Jun 1 1998	35.98482	18,174,152
Dec 1 1998	35.98482	18,174,152
Jun 1 1999	35.98542	18,174,455
Dec 1 1999	36.01010	18,186,919
Jun 1 2000	36.06921	18,216,773
Dec 1 2000	35.65152	18,005,818
Jun 1 2001	35.13725	17,746,086
Dec 1 2001	34.72626	17,538,515
Jun 1 2002	34.18201	17,263,641
Dec 1 2002	33.53643	16,937,591
Jun 1 2003	32.73128	16,530,949
Dec 1 2003	31.98323	16,153,146
Jun 1 2004	31.06100	15,687,374
Dec 1 2004	30.28402	15,294,960
Jun 1 2005	29.42119	14,859,187
Dec 1 2005	28.52263	14,405,369
Jun 1 2006	27.77370	14,027,121
Dec 1 2006	27.23157	13,753,318
Jun 1 2007	27.35563	13,815,975
Dec 1 2007	27.58846	13,933,566
Jun 1 2008	27.91818	14,100,091
Dec 1 2008	24.98370	12,618,030
Jun 1 2009	22.22385	11,224,167
Dec 1 2009	21.05616	10,634,424
Jun 1 2010	20.09713	10,150,066
Dec 1 2010	18.86601	9,528,288
Jun 1 2011	17.84800	9,014,141
Dec 1 2011	16.54432	8,355,717
Jun 1 2012	15.46613	7,811,177
Dec 1 2012	14.08426	7,113,263
Jun 1 2013	12.94211	6,536,419
Dec 1 2013	12.85937	6,494,631
Jun 1 2014	13.11121	6,621,823
Dec 1 2014	13.52977	6,833,217
Jun 1 2015	9.90291	5,001,470
Dec 1 2015	8.71530	4,401,667
Jun 1 2016	4.63191	2,339,348
Dec 1 2016	2.88493	1,457,035
Jun 1 2017	1.43893	726,732

TOTAL P.18

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended as follows:

(i) by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement";

(ii) by deleting the reference to "06667%" in the first line of clause (iv) and substituting ".081667%" in lieu thereof.

b. Computation of Adjustments. Section 3(f) of the Facility Lease is amended as follows:

(i) by amending subparagraph (iv) to read in its entirety as follows:

"(iv) If (x) the present value (discounted semiannually to the Closing Date at the Discount Rate) of Revised Base File Rent payments by Lessee over the Basic Lease Term, expressed as a percentage of Facility Cost (the "Revised Present Value") minus (y) the Original Present Value is not more than (z) 1.6% of Facility Cost (the "Tax Rate Cap"), the components of Net Economic Return in the Revised Base File shall be those set forth in the Base File in effect on the Closing Date (the "Base File Net Economic Return") and the components of Net Economic Return shall not be adjusted. If (x) the Revised Present Value minus (y) the Original Present Value is more than (z) the Tax Rate Cap, the Owner Participant shall adjust the components of Base File Net Economic Return in the Revised Base File (the "Adjusted Base File Net Economic Return") such that (m) the Revised Present Value (determined utilizing such Adjusted Base File Net Economic Return and an Optimal Structure) minus (n) the Original Present Value is not more than (o) the Tax Rate Cap and the Components of Net Economic Return will be adjusted by the same absolute adjustment which occurred to the Base File Net Economic Return (the "Adjusted Net Economic Return"). Such Revised Base File Rent, the revised debt amortization schedule determined

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

in the calculation thereof and the new tax rate for the period subsequent to the effective date of the Tax Rate Change shall be incorporated in the Assumptions in such Revised Base File for purposes of creating a Revised Base File in connection with any subsequent Tax Rate Change; provided, however, that the Tax Rate Cap shall always be measured by reference to the Original Present Value as derived from the Base File in effect on the Closing Date."

(ii) by amending subparagraph (v) to read in its entirety as follows:

"(v) Adjustments to Basic Rent and the schedules of Casualty Values, Special Casualty Values and Modified Special Casualty Values as a result of a Tax Rate Change (a) shall be made so as to preserve Net Economic Return if Base File Net Economic Return was maintained under subparagraph (iv) or Adjusted Net Economic Return if Base File Net Economic Return was adjusted under subparagraph (iv) and adjustment to Net Economic Return is made as described in subparagraph (iv), (b) shall comply with Section 3(e) hereof, and (c) shall to the extent possible and not inconsistent with clauses (a) and (b) of this subparagraph (v) (but subject to the following assumptions and procedures) minimize the net present value cost of Basic Rent to the Lessee. In order to achieve the foregoing, the Owner Participant shall initially determine "Optimized Basic Rent" in accordance with the procedures described in this subparagraph (v) and subparagraphs (vi) and (vii) below. In order to determine the Optimized Basic Rent, the Owner Participant will prepare a pricing file (the "Preliminary Optimized Rent Pricing File") which incorporates all of the assumptions contained in the Initial Pricing File (or, if one or more pricing files have been prepared subsequent to the date of the Initial Pricing File, the pricing file prepared in connection with the next preceding adjustment to Basic Rent) adjusted to reflect actual rent and debt amortization schedules prior to the latest Tax Rate Change except that the interest rates to be applied on the debt shall be the preliminary market interest rates on the Notes which shall be determined in the sole discretion of the Lessee (the "Preliminary Market Interest Rates"). The principal amount of the

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

Notes (assumed outstanding in the period after the effective date of the Tax Rate Change) and the scheduled amortization of such Notes shall be recalculated in a manner (the "Optimal Debt Structure") so as to minimize the net present value (discounted at the resulting weighted average interest rate on the Notes) of the Basic Rent payments by the Lessee over the Basic Lease Term (utilizing the Optimal Structure)."

(iii) by inserting in subparagraph (vi)(A) immediately before the parenthetical the following:

"or, in case of Revised Base File Rent, Base File Net Economic Return or Adjusted Base File Net Economic Return, as appropriate"

c. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

d. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Computation of Adjustments. Section 3(f) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(f) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: *[Signature]*

Title: Assistant Cashier

By: *[Signature]*

Name: James E. Mogavero

Title: Authorized Officer

Date: 11.5.92

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: B. F. Strick

Title: SECRETARY

By: T. F. Strick

Name: T. F. STRICK

Title: ASSISTANT TREASURER

Date: 11-5-92

Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. H. Marsh
Name: R. H. Marsh
Title: TREASURER
Date: 11-3-92

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named OHIO EDISON COMPANY, by its ASSISTANT TREASURER, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is the free act and deed of said corporation and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 20 day of November, 1992.



Notary Public

My Commission Expires 9/23/93

FRANKLIN D. BATES
Notary Public, State of New York
My Commission Expires 9/23/93
C. L. BATES & SONS, INC.
100 WALL STREET, NEW YORK, N.Y. 10038


Amendment No. 2 to Facility Lease

BEAVER VALLEY TWO SIGMA LIMITED PARTNERSHIP

Commonwealth of Massachusetts)
) SS.:
Suffolk County)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.
Boston, MA



Notary Public
Chi C. Ma

My Commission Expires 9-27-96

SCHEDULE 1

Beaver Valley Two Sigma Limited Partnership

To Amendment No. 2

To Facility Lease

Basic Rentals

<u>Date</u>	<u>% of Facility Cost</u>	<u>\$</u>
12/1/92	2.2448232	1,133,749.08
6/1/93	3.4445323	1,739,662.80
12/1/93	3.4445323	1,739,662.80
6/1/94	3.4966800	1,765,999.99
12/1/94	3.6862458	1,861,740.30
6/1/95	3.6871592	1,862,201.60
12/1/95	3.8549129	1,946,925.71
6/1/96	3.8557357	1,947,341.27
12/1/96	4.0634400	2,052,242.40
6/1/97	4.1574719	2,099,733.30
12/1/97	4.1576625	2,099,829.56
6/1/98	4.3654456	2,204,770.50
12/1/98	4.3654456	2,204,770.50
6/1/99	4.5830272	2,314,660.20
12/1/99	4.5844085	2,315,357.85
6/1/00	4.7934315	2,420,925.01
12/1/00	4.8323760	2,440,593.94
6/1/01	5.0535490	2,552,297.45
12/1/01	5.0535490	2,552,297.45
6/1/02	5.0832020	2,567,273.74
12/1/02	5.0832020	2,567,273.74
6/1/03	5.0832020	2,567,273.74
12/1/03	5.0832020	2,567,273.74
6/1/04	5.0832020	2,567,273.74
12/1/04	5.0832020	2,567,273.74
6/1/05	5.0832020	2,567,273.74
12/1/05	5.0832020	2,567,273.74
6/1/06	5.0832020	2,567,273.74
12/1/06	5.0832020	2,567,273.74
6/1/07	5.0832020	2,567,273.74
12/1/07	5.0832020	2,567,273.74
6/1/08	5.0832020	2,567,273.74
12/1/08	5.0832020	2,567,273.74
6/1/09	5.0832020	2,567,273.74
12/1/09	5.0832020	2,567,273.74
6/1/10	5.0832020	2,567,273.74
12/1/10	5.0832020	2,567,273.74
6/1/11	5.0832020	2,567,273.74
12/1/11	5.0832020	2,567,273.74
6/1/12	5.0832020	2,567,273.74
12/1/12	5.0832020	2,567,273.74
6/1/13	5.0832020	2,567,273.74
12/1/13	5.0832020	2,567,273.74
6/1/14	5.0832020	2,567,273.74
12/1/14	5.0832020	2,567,273.74
6/1/15	5.0832020	2,567,273.74
12/1/15	5.0832020	2,567,273.74
6/1/16	5.0832020	2,567,273.74
12/1/16	5.0832020	2,567,273.74
6/1/17	5.0832020	2,567,273.74

Beaver Valley Two Sigma Limited Partnership

SCHEDULE 2

To Amendment No. 2

To Facility Lease

Schedule of Casualty Values

<u>Settlement Date</u>	<u>% of Facility Cost</u>
12/1/92	115.4635132
6/1/93	116.6827882
12/1/93	117.7541986
6/1/94	118.6605908
12/1/94	119.2292697
6/1/95	119.6634922
12/1/95	119.7646210
6/1/96	119.7125000
12/1/96	119.2701692
6/1/97	118.6275118
12/1/97	117.9621850
6/1/98	117.0658754
12/1/98	116.1378415
6/1/99	114.9594436
12/1/99	113.7376560
6/1/00	112.2845642
12/1/00	110.7504719
6/1/01	108.9605561
12/1/01	107.1228017
6/1/02	105.2119405
12/1/02	103.2500573
6/1/03	101.2416455
12/1/03	99.1797087
6/1/04	97.0690204
12/1/04	94.9021273
6/1/05	92.6842080
12/1/05	90.4073154
6/1/06	88.0769720
12/1/06	85.6847216
6/1/07	83.2366515
12/1/07	80.7340412
6/1/08	78.2517945
12/1/08	75.6259089
6/1/09	72.9241694
12/1/09	70.1494239
6/1/10	67.3051927
12/1/10	64.3843059
6/1/11	61.3905326
12/1/11	58.3135652
6/1/12	55.1561187
12/1/12	51.9088195
6/1/13	48.5797132
12/1/13	45.2961306
6/1/14	42.0296017
12/1/14	38.7046116
6/1/15	35.3185031
12/1/15	31.6819474
6/1/16	27.9715656
12/1/16	24.0438462
6/1/17	20.0000000

Beaver Valley Two Sign. ...

SCHEDULE 3
To Amendment No. 2
To Facility Lease

Schedule of Special Casua

Settlement Date	% of Facility
12/1/92	114.3217615
6/1/93	115.4893367
12/1/93	116.5067059
6/1/94	117.3566099
12/1/94	117.8662427
6/1/95	118.2387454
12/1/95	118.2753596
6/1/96	118.1558027
12/1/96	117.6429824
6/1/97	116.9266438
12/1/97	116.1842992
6/1/98	115.2074844
12/1/98	114.1952999
6/1/99	112.9289409
12/1/99	111.6152092
6/1/00	110.0660100
12/1/00	108.4314584
6/1/01	106.5365344
12/1/01	104.5890169
6/1/02	102.5634222
12/1/02	100.4816103
6/1/03	98.3478393
12/1/03	96.1548668
6/1/04	93.9072093
12/1/04	91.5971449
6/1/05	89.2295713
12/1/05	86.7962488
6/1/06	84.3023901
12/1/06	81.7392213
6/1/07	79.1124933
12/1/07	76.4231352
6/1/08	73.7456845
12/1/08	70.9157559
6/1/09	68.0007339
12/1/09	65.0030482
6/1/10	61.9257818
12/1/10	58.7613075
6/1/11	55.5129169
12/1/11	52.1698026
6/1/12	48.7341578
12/1/12	45.1960630
6/1/13	41.5629935
12/1/13	37.9616839
6/1/14	34.3630407
12/1/14	30.6908977
6/1/15	26.9419169
12/1/15	22.9260574
6/1/16	18.8191964
12/1/16	14.4770446
6/1/17	10.0000000

Beaver Valley Two Sigma Limited Partnership

SCHEDULE 4

To Amendment No. 2

To Facility Lease

Schedule of Modified Special Casualty Values

<u>Settlement Date</u>	<u>% of Facility Cost</u>	<u>\$</u>
12/1/92	38.6924106	19,541,622
6/1/93	39.8082853	20,105,195
12/1/93	40.7716133	20,591,724
6/1/94	41.6171767	21,018,776
12/1/94	42.3086557	21,368,008
6/1/95	42.8728785	21,652,969
12/1/95	43.2755239	21,856,325
6/1/96	43.5328153	21,986,270
12/1/96	43.6170957	22,028,836
6/1/97	43.6170957	22,028,836
12/1/97	43.6170957	22,028,836
6/1/98	43.6154734	22,028,017
12/1/98	43.6154734	22,028,017
6/1/99	43.6140783	22,027,312
12/1/99	43.6140783	22,027,312
6/1/00	43.6334156	22,037,079
12/1/00	42.5708159	21,500,412
6/1/01	41.7829644	21,102,507
12/1/01	41.0565287	20,735,621
6/1/02	40.1433520	20,274,420
12/1/02	39.3656110	19,881,622
6/1/03	38.3930880	19,390,448
12/1/03	37.5717967	18,975,655
6/1/04	36.5443242	18,456,729
12/1/04	35.6746381	18,017,494
6/1/05	34.5892624	17,469,324
12/1/05	33.6721677	17,006,145
6/1/06	32.5255229	16,427,032
7/1/06	31.5553186	15,937,030
7/1/07	30.3395634	15,323,012
7/1/07	29.8548063	15,078,185
5/1/08	30.0181267	15,160,670
7/1/08	27.5899359	13,934,311
5/1/09	26.2430036	13,254,042
7/1/09	24.5075021	12,377,526
7/1/10	23.7028987	11,971,161
7/1/11	21.8652302	11,043,046
7/1/11	21.0132243	10,612,740
12/1/11	19.0665605	9,629,576
5/1/12	18.1633950	9,173,432
12/1/12	16.0973900	8,129,995
6/1/13	15.3385142	7,746,724
12/1/13	15.5786236	7,867,992
6/1/14	15.7553747	7,957,260
12/1/14	14.1763327	7,159,764
6/1/15	13.1648867	6,648,933
12/1/15	8.7966076	4,442,731
6/1/16	7.5452459	3,810,730
12/1/16	2.8755183	1,452,282
6/1/17	1.6500531	833,560

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended as follows:

(i) by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement";

(ii) by deleting the reference to "06667%" in the first line of clause (iv) and substituting ".081667%" in lieu thereof.

b. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

c. Computation of Adjustments. Section 3(f) of the Facility Lease is amended as follows:

(i) by amending subparagraph (iv) to read in its entirety as follows:

"(iv) If (x) the present value (discounted semiannually to the Closing Date at the Discount Rate) of Revised Base File Rent payments by Lessee over the Basic Lease Term, expressed as a percentage of Facility Cost (the "Revised Present Value") minus (y) the Original Present Value is not more than (z) 1.6% of Facility Cost (the "Tax Rate Cap"), the components of Net Economic Return in the Revised Base File shall be those set forth in the Base File in effect on the Closing Date (the "Base File Net Economic Return") and the components of Net Economic Return shall not be adjusted. If (x) the Revised Present Value minus (y) the Original Present Value is more than (z) the Tax Rate Cap, the Owner Participant shall adjust the components of Base File Net Economic Return in the Revised Base File (the "Adjusted Base File Net Economic Return") such that (m) the Revised

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

Present Value (determined utilizing such Adjusted Base File Net Economic Return and an Optimal Structure) minus (n) the Original Present Value is not more than (o) the Tax Rate Cap and the Components of Net Economic Return will be adjusted by the same absolute adjustment which occurred to the Base File Net Economic Return (the "Adjusted Net Economic Return"). Such Revised Base File Rent, the revised debt amortization schedule determined in the calculation thereof and the new tax rate for the period subsequent to the effective date of the Tax Rate Change shall be incorporated in the Assumptions in such Revised Base File for purposes of creating a Revised Base File in connection with any subsequent Tax Rate Change; provided, however, that the Tax Rate Cap shall always be measured by reference to the Original Present Value as derived from the Base File in effect on the Closing Date."

(ii) by amending subparagraph (v) to read in its entirety as follows:

"(v) Adjustments to Basic Rent and the schedules of Casualty Values, Special Casualty Values and Modified Special Casualty Values as a result of a Tax Rate Change (a) shall be made so as to preserve Net Economic Return if Base File Net Economic Return was maintained under subparagraph (iv) or Adjusted Net Economic Return if Base File Net Economic Return was adjusted under subparagraph (iv) and adjustment to Net Economic Return is made as described in subparagraph (iv), (b) shall comply with Section 3(e) hereof, and (c) shall to the extent possible and not inconsistent with clauses (a) and (b) of this subparagraph (v) (but subject to the following assumptions and procedures) minimize the net present value cost of Basic Rent to the Lessee. In order to achieve the foregoing, the Owner Participant shall initially determine "Optimized Basic Rent" in accordance with the procedures described in this subparagraph (v) and subparagraphs (vi) and (vii) below. In order to determine the Optimized Basic Rent, the Owner Participant will prepare a pricing file (the "Preliminary Optimized Rent Pricing File") which incorporates all of the assumptions contained in the Initial Pricing File (or, if one or more pricing files have been prepared subsequent to the date of the Initial Pricing File, the

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

pricing file prepared in connection with the next preceding adjustment to Basic Rent) adjusted to reflect actual rent and debt amortization schedules prior to the latest Tax Rate Change except that the interest rates to be applied on the debt shall be the preliminary market interest rates on the Notes which shall be determined in the sole discretion of the Lessee (the "Preliminary Market Interest Rates"). The principal amount of the Notes (assumed outstanding in the period after the effective date of the Tax Rate Change) and the scheduled amortization of such Notes shall be recalculated in a manner (the "Optimal Debt Structure") so as to minimize the net present value (discounted at the resulting weighted average interest rate on the Notes) of the Basic Rent payments by the Lessee over the Basic Lease Term (utilizing the Optimal Structure)."

(iii) by inserting in subparagraph (vi)(A) immediately before the parenthetical the following:

"or, in case of Revised Base File Rent, Base File Net Economic Return or Adjusted Base File Net Economic Return, as appropriate"

d. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

e. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
SECURITY PACIFIC CAPITAL LEASING CORPORATION
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

SECURITY PACIFIC CAPITAL LEASING CORPORATION

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been

satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

Amendment No. 2 to Facility Lease

SECURITY PACIFIC CAPITAL LEASING CORPORATION

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: [Signature]

Title: Assistant Cashier

By: [Signature]

Name: James E. Mogavero

Title: Authorized Officer

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: S. J. H. H.

Title: SECRETARY

By: T. F. STRICK II

Name: T. F. STRICK

Title: ASSISTANT TREASURER

Date: 11.5.92

Amendment No. 2 to Facility Lease

SECURITY PACIFIC CAPITAL LEASING CORPORATION

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. A. Malt
Name: _____
Title: TREASURER
Date: 11-3-92

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Amendment No. 2 to Facility Lease


SECURITY PACIFIC CAPITAL LEASING CORPORATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named OHIO EDISON COMPANY, by T. E. STRICK, its ASSISTANT TREASURER, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is the free act and deed of said corporation and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 30th day of November, 1992.



Notary Public

My Commission Expires 9/23/93

Notary Public in and for the State of New York
My Comm. Expires Sept. 23, 1993

Amendment No. 2 to Facility Lease

SECURITY PACIFIC CAPITAL LEASING CORPORATION

Commonwealth of Massachusetts)
) SS.:
Suffolk County)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.

Boston, MA



Notary Public

Chi C. Ma

My Commission Expires 9-27-96

Amendment No. 2 to Facility Lease

SECURITY PACIFIC CAPITAL LEASING CORPORATION

America Leasing and Capital Group

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Chic Edison Refinancing

SCHEDULE 1
TO AMENDMENT NO. 2
TO FACILITY LEASE

Rent Stream 1

Date	Amount	Date	Amount
Feb 10 1988 1	1.37872	Jun 1 2013 53	5.48807
Jun 1 1988 2	3.11179	Dec 1 2013 54	5.48807
Dec 1 1988 3	4.49048	Jun 1 2014 55	5.48807
Jun 1 1989 4	4.49048	Dec 1 2014 56	5.48807
Dec 1 1989 5	4.49048	Jun 1 2015 57	5.48807
Jun 1 1990 6	4.49048	Dec 1 2015 58	5.48811
Dec 1 1990 7	4.49048	Jun 1 2016 59	5.48811
Jun 1 1991 8	4.49048	Dec 1 2016 60	5.48811
Dec 1 1991 9	4.49048	Jun 1 2017 61	5.48811
Jun 1 1992 10	4.49048		
Rev 5 1992 11	0.74068	Totals	281.44604
Dec 1 1993 12	1.95099		
Jun 1 1993 13	3.48911		
Dec 1 1993 14	3.48911		
Jun 1 1994 15	3.48915		
Dec 1 1994 16	3.48919		
Jun 1 1995 17	3.48919		
Dec 1 1995 18	3.83807		
Jun 1 1996 19	3.83807		
Dec 1 1996 20	3.85551		
Jun 1 1997 21	3.85551		
Dec 1 1997 22	4.32279		
Jun 1 1998 23	4.22886		
Dec 1 1998 24	4.29552		
Jun 1 1999 25	4.25296		
Dec 1 1999 26	4.55361		
Jun 1 2000 27	4.55361		
Dec 1 2000 28	4.79787		
Jun 1 2001 29	4.79816		
Dec 1 2001 30	4.79841		
Jun 1 2002 31	4.79841		
Dec 1 2002 32	4.79842		
Jun 1 2003 33	4.79842		
Dec 1 2003 34	4.79923		
Jun 1 2004 35	4.80156		
Dec 1 2004 36	5.88100		
Jun 1 2005 37	5.88721		
Dec 1 2005 38	5.28797		
Jun 1 2006 39	5.37489		
Dec 1 2006 40	5.48759		
Jun 1 2007 41	5.48807		
Dec 1 2007 42	5.48807		
Jun 1 2008 43	5.48807		
Dec 1 2008 44	5.48807		
Jun 1 2009 45	5.09807		
Dec 1 2009 46	5.48807		
Jun 1 2010 47	5.48807		
Dec 1 2010 48	5.48807		
Jun 1 2011 49	5.48807		
Dec 1 2011 50	5.48807		
Jun 1 2012 51	5.48807		
Dec 1 2012 52	5.48807		

CASUALTY VALUE SCHEDULE

SCHEDULE 2
TO AMENDMENT NO. 2
TO FACILITY LEASE

Basic Rent Payment Date	Percent of Facility Cost
Dec 1 1992	119.86096
Jun 1 1993	120.68243
Dec 1 1993	121.34976
Jun 1 1994	121.85098
Dec 1 1994	122.17404
Jun 1 1995	122.32693
Dec 1 1995	122.40699
Jun 1 1996	121.88005
Dec 1 1996	121.62842
Jun 1 1997	121.36870
Dec 1 1997	120.73340
Jun 1 1998	120.07585
Dec 1 1998	119.35893
Jun 1 1999	118.52372
Dec 1 1999	117.45812
Jun 1 2000	116.35474
Dec 1 2000	114.96185
Jun 1 2001	113.51138
Dec 1 2001	112.00101
Jun 1 2002	110.42853
Dec 1 2002	108.79141
Jun 1 2003	107.08698
Dec 1 2003	105.31168
Jun 1 2004	103.68520
Dec 1 2004	101.35992
Jun 1 2005	99.17777
Dec 1 2005	96.71684
Jun 1 2006	94.16364
Dec 1 2006	91.51915
Jun 1 2007	88.95759
Dec 1 2007	86.47554
Jun 1 2008	84.09075
Dec 1 2008	81.62662
Jun 1 2009	78.54070
Dec 1 2009	75.41651
Jun 1 2010	72.20810
Dec 1 2010	68.93683
Jun 1 2011	65.58688
Dec 1 2011	62.15689
Jun 1 2012	58.64426
Dec 1 2012	55.04812
Jun 1 2013	51.36643
Dec 1 2013	47.59738
Jun 1 2014	43.73915
Dec 1 2014	39.78993
Jun 1 2015	35.76538
Dec 1 2015	31.83100
Jun 1 2016	27.99041
Dec 1 2016	24.26867
Jun 1 2017	20.00000

SPECIAL CASUALTY VALUE SCHEDULE

SCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

Basic Rent Payment Date	Percent of Facility Cost
Dec 1 1992	118.71921
Jun 1 1993	119.48897
Dec 1 1993	120.10227
Jun 1 1994	120.54700
Dec 1 1994	120.81101
Jun 1 1995	120.90218
Dec 1 1995	120.61773
Jun 1 1996	120.32335
Dec 1 1996	120.00123
Jun 1 1997	119.66783
Dec 1 1997	118.95551
Jun 1 1998	118.21746
Dec 1 1998	117.41639
Jun 1 1999	116.49321
Dec 1 1999	115.33567
Jun 1 2000	114.13619
Dec 1 2000	112.64283
Jun 1 2001	111.08736
Dec 1 2001	109.46723
Jun 1 2002	107.78001
Dec 1 2002	106.02297
Jun 1 2003	104.19317
Dec 1 2003	102.28684
Jun 1 2004	100.32339
Dec 1 2004	98.05494
Jun 1 2005	95.72313
Dec 1 2005	93.10577
Jun 1 2006	90.36906
Dec 1 2006	87.57365
Jun 1 2007	84.83344
Dec 1 2007	82.16463
Jun 1 2008	79.58464
Dec 1 2008	76.71647
Jun 1 2009	73.61726
Dec 1 2009	70.27014
Jun 1 2010	66.82869
Dec 1 2010	63.31383
Jun 1 2011	59.70926
Dec 1 2011	56.01283
Jun 1 2012	52.22230
Dec 1 2012	48.33536
Jun 1 2013	44.34971
Dec 1 2013	40.26293
Jun 1 2014	36.07299
Dec 1 2014	31.77622
Jun 1 2015	27.38879
Dec 1 2015	23.07511
Jun 1 2016	18.83804
Dec 1 2016	14.70187
Jun 1 2017	10.00000

MODIFIED SPECIAL CASUALTY VALUE SCHEDULE

SCHEDULE 4
TO AMENDMENT NO. 2
TO FACILITY LEASE

Basic Rent Payment Date	Percent of Facility Cost	Actual Dollars
Dec 1 1990	35.91010	52249196.55
Jun 1 1993	36.62817	53293988.66
Dec 1 1993	37.18762	54107698.29
Jun 1 1994	37.57571	54672666.44
Dec 1 1994	37.78068	54970889.57
Jun 1 1995	37.81013	55013734.33
Dec 1 1995	37.81006	55013666.16
Jun 1 1996	37.80957	55012926.26
Dec 1 1996	37.80926	55012678.07
Jun 1 1997	37.80910	55012236.80
Dec 1 1997	37.80889	55011925.80
Jun 1 1998	37.80853	55011445.45
Dec 1 1998	37.80853	55011445.45
Jun 1 1999	37.80855	55011448.45
Dec 1 1999	37.80842	55011243.90
Jun 1 2000	37.80842	55011243.90
Dec 1 2000	37.80836	55011159.70
Jun 1 2001	37.80836	55011159.70
Dec 1 2001	37.80836	55011159.70
Jun 1 2002	37.80836	55011159.71
Dec 1 2002	37.80778	55010336.65
Jun 1 2003	37.80778	55010336.65
Dec 1 2003	37.80727	55009580.50
Jun 1 2004	37.78461	54976613.16
Dec 1 2004	37.06928	53923407.91
Jun 1 2005	36.25423	52769911.45
Dec 1 2005	35.30267	51365386.73
Jun 1 2006	34.63778	50347963.72
Dec 1 2006	34.87763	50766956.25
Jun 1 2007	35.29897	51359998.51
Dec 1 2007	35.92274	52267992.22
Jun 1 2008	36.77149	53502514.73
Dec 1 2008	37.69927	54932437.39
Jun 1 2009	38.38676	56212771.99
Dec 1 2009	39.81672	58018324.03
Jun 1 2010	41.70999	59953029.52
Dec 1 2010	43.27580	63666420.97
Jun 1 2011	44.80279	6723058.06
Dec 1 2011	46.29018	69522211.93
Jun 1 2012	48.73674	7281961.83
Dec 1 2012	51.14107	74940253.68
Jun 1 2013	53.50342	7854015.19
Dec 1 2013	55.81922	8106966.31
Jun 1 2014	58.09056	8391794.12
Dec 1 2014	60.31552	8699086.07
Jun 1 2015	62.72729	8996208.36
Dec 1 2015	65.06492	9289466.07
Jun 1 2016	67.68393	9593032.01
Dec 1 2016	70.62318	99456721.60
Jun 1 2017	73.48811	7988184.25

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement".

b. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

c. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
PERRY ONE ALPHA LIMITED PARTNERSHIP
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

PERRY ONE ALPHA LIMITED PARTNERSHIP

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

-2-

Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Computation of Adjustments. Section 3(f) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(f) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: *James E. Mogavero*

Title: Assistant Cashier

By: *James E. Mogavero*

Name: James E. Mogavero

Title: Authorized Officer

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: S. F. H. [Signature]

Title: SECRETARY

By: [Signature]

Name: T. F. STRUCK

Title: ASSISTANT TREASURER

Date: 11-5-92

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. H. Marsh
Name: R. H. Marsh
Title: TREASURER
Date: 11-3-92

-6-

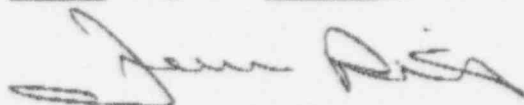
Amendment No. 2 to Facility Lease

FERRY ONE ALPHA LIMITED PARTNERSHIP

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named OHIO EDISON COMPANY, by
T. F. STRUCK, its ASSISTANT TREASURER, who
acknowledged that he/she did sign the foregoing instrument on
behalf of said corporation by authority of its Board of Directors
and that the same is the free act and deed of said corporation and
his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at New York, New York this 5th day of November, 1992.



Notary Public

My Commission Expires 9/23/93

FRANCINE RITTER
Notary Public State of New York
No. 31-498730
Qualified in New York County
Commission Expires Sept. 23, 1993

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

Commonwealth of Massachusetts
Suffolk County -) ss.:
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.
Boston, MA



Notary Public
Chi C. Ma
My Commission Expires 9-27-96

Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

Perry One Alpha Limited Partnership

SCHEDULE 1
To Amendment No 2
To Facility Lease

Basic Rentals

Date	% of Facility Cost	\$
12/1/92	1.7116512	866,475.37
6/1/93	3.1907483	1,611,489.05
12/1/93	3.1907483	1,611,489.05
6/1/94	3.1911195	1,611,676.50
12/1/94	3.1911195	1,611,676.50
6/1/95	3.1911195	1,611,676.50
12/1/95	3.5102314	1,772,844.15
6/1/96	3.5112545	1,773,360.84
12/1/96	3.5251640	1,780,385.85
6/1/97	3.5257998	1,780,706.95
12/1/97	3.8624396	1,950,727.08
6/1/98	3.8788257	1,959,002.86
12/1/98	3.8788257	1,959,002.86
6/1/99	3.8788257	1,959,002.86
12/1/99	4.2667082	2,154,903.15
6/1/00	4.2764053	2,159,800.66
12/1/00	4.2764053	2,159,800.66
6/1/01	4.4902256	2,267,790.69
12/1/01	4.4902256	2,267,790.69
6/1/02	4.7147368	2,381,180.22
12/1/02	4.7147368	2,381,180.22
6/1/03	4.9504737	2,500,239.24
12/1/03	4.9504737	2,500,239.24
6/1/04	4.9504737	2,500,239.24
12/1/04	4.9504737	2,500,239.24
6/1/05	4.9595053	2,504,800.67
12/1/05	4.9595053	2,504,800.67
6/1/06	4.9631191	2,506,625.80
12/1/06	4.9631191	2,506,625.80
6/1/07	4.9631191	2,506,625.80
12/1/07	4.9631191	2,506,625.80
6/1/08	4.9631191	2,506,625.80
12/1/08	4.9631191	2,506,625.80
6/1/09	4.9631191	2,506,625.80
12/1/09	4.9631191	2,506,625.80
6/1/10	4.9631191	2,506,625.80
12/1/10	4.9631191	2,506,625.80
6/1/11	4.9631191	2,506,625.80
12/1/11	4.9631191	2,506,625.80
6/1/12	5.0336565	2,542,149.74
12/1/12	5.0349692	2,542,903.63
6/1/13	5.0372044	2,544,042.65
12/1/13	5.0372044	2,544,042.65
6/1/14	5.0372044	2,544,042.65
12/1/14	5.0372044	2,544,042.65
6/1/15	5.0372044	2,544,042.65
12/1/15	5.0372044	2,544,042.65
6/1/16	5.0372044	2,544,042.65
12/1/16	5.0372044	2,544,042.65
6/1/17	5.0372044	2,544,042.65

Perry One Alpha Limited Partnership

SCHEDULE 2
To Amendment No. 2
To Facility Lease

Schedule of Casualty Values

<u>Schedule Date</u>	<u>% of Facility Cost</u>
12/1/92	108.6830283
6/1/93	109.5898519
12/1/93	110.4007707
6/1/94	111.1334165
12/1/94	111.7618597
6/1/95	112.3013242
12/1/95	112.4108616
6/1/96	112.4111069
12/1/96	112.2663430
6/1/97	112.0416697
12/1/97	111.4730857
6/1/98	110.8685000
12/1/98	110.2430031
6/1/99	109.6048416
12/1/99	108.5904814
6/1/00	107.5445603
12/1/00	106.5187589
6/1/01	105.2287522
12/1/01	103.9170871
6/1/02	102.3460330
12/1/02	100.7402367
6/1/03	98.8479841
12/1/03	96.8049494
6/1/04	94.8909872
12/1/04	92.8245089
6/1/05	90.6891029
12/1/05	88.5007266
6/1/06	86.2537276
12/1/06	83.9538985
6/1/07	81.6409750
12/1/07	79.3353343
6/1/08	77.0268965
12/1/08	74.3676382
6/1/09	71.9749289
12/1/09	69.3143450
6/1/10	67.15815831
12/1/10	63.7775838
6/1/11	60.8978486
12/1/11	57.9434958
6/1/12	54.8397064
12/1/12	51.8540587
6/1/13	48.3806721
12/1/13	45.0244901
6/1/14	41.6312883
12/1/14	38.2434328
6/1/15	34.8425502
12/1/15	31.4175953
6/1/16	27.7420169
12/1/16	24.0092255
6/1/17	20.0000000

Perry One Alpha Limited Partnership

SCHEDULE 3

To Amendment No. 2

To Facility Lease

Schedule of Special Casualty Values

<u>Settlement Date</u>	<u>% of Facility Cost</u>
12/1/92	107.5412769
6/1/93	108.3966005
12/1/93	109.1532781
6/1/94	109.8294355
12/1/94	110.3968327
6/1/95	110.8765773
12/1/95	110.9216003
6/1/96	110.8544087
12/1/96	110.6393563
6/1/97	110.3407976
12/1/97	109.6931999
6/1/98	109.0101089
12/1/98	108.3004615
6/1/99	107.5743389
12/1/99	106.4680347
6/1/00	105.3460061
12/1/00	104.1997254
6/1/01	102.8047305
12/1/01	101.3833022
6/1/02	99.6975148
12/1/02	97.9718098
6/1/03	95.9541779
12/1/03	93.8801076
6/1/04	91.7281762
12/1/04	89.5192263
6/1/05	87.2344662
12/1/05	84.8896590
6/1/06	82.4791458
12/1/06	80.0083982
6/1/07	77.5168168
12/1/07	75.0244284
6/1/08	72.5208865
12/1/08	69.8574852
6/1/09	67.0514834
12/1/09	64.1679699
6/1/10	61.2021721
12/1/10	58.1548854
6/1/11	55.0202329
12/1/11	51.7997332
6/1/12	48.4177455
12/1/12	44.9413023
6/1/13	41.3839524
12/1/13	37.6800434
6/1/14	33.9647273
12/1/14	30.2287190
6/1/15	26.4659640
12/1/15	22.6617082
6/1/16	18.5896476
12/1/16	14.4384240
6/1/17	10.0000000

Perry One Alpha Limited Partnership

SCHEDULE 4
To Amendment No. 2
To Facility Lease

Schedule of Modified Special Casualty Values

Settlement Date	% of Facility Cost	\$
12/1/92	32.1191846	16,221.810
6/1/93	32.9113690	16,621.904
12/1/93	33.6142055	16,976.871
6/1/94	34.2342458	17,290.023
12/1/94	34.7445968	17,547.776
6/1/95	35.1606217	17,757.890
12/1/95	35.4602420	17,909.213
6/1/96	35.6571815	18,008.678
12/1/96	35.7284096	18,044.651
6/1/97	35.7284096	18,044.651
12/1/97	35.7284096	18,044.651
6/1/98	35.7265141	18,043.694
12/1/98	35.7251979	18,043.029
6/1/99	35.6317390	17,995.878
12/1/99	35.6692880	18,014.792
6/1/00	35.7440128	18,052.532
12/1/00	35.3800086	17,868.691
6/1/01	34.9105627	17,631.597
12/1/01	34.5343528	17,441.592
6/1/02	34.0287636	17,186.244
12/1/02	33.4247350	16,881.179
6/1/03	32.6683373	16,499.160
12/1/03	31.7955850	16,058.376
6/1/04	30.7431022	15,526.819
12/1/04	29.8236958	15,062.473
6/1/05	28.8520521	14,571.743
12/1/05	27.7594789	14,019.939
6/1/06	27.1979080	13,736.317
12/1/06	26.4124622	13,339.627
6/1/07	26.5141786	13,390.999
12/1/07	26.7224962	13,486.210
6/1/08	27.0308273	13,651.933
12/1/08	24.1633828	12,203.729
6/1/09	21.7686480	10,994.267
12/1/09	20.3609207	10,282.839
6/1/10	19.7027738	9,950.896
12/1/10	18.2087012	9,196.314
6/1/11	17.5122816	8,844.587
12/1/11	15.9261372	8,043.504
6/1/12	15.1860077	7,669.701
12/1/12	13.4758645	6,805.992
6/1/13	12.6781431	6,403.103
12/1/13	11.2446366	5,679.109
6/1/14	11.3749286	5,744.913
12/1/14	11.6656108	5,891.723
6/1/15	12.1082196	6,115.262
12/1/15	11.7587493	5,938.762
6/1/16	7.2902127	3,681.926
12/1/16	6.2112232	3,136.981

TOTAL P. 29

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended as follows:

(i) by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement";

(ii) by deleting the reference to "06667%" in the first line of clause (iv) and substituting ".081667%" in lieu thereof.

b. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

c. Computation of Adjustments. Section 3(f) of the Facility Lease is amended as follows:

(i) by amending subparagraph (iv) to read in its entirety as follows:

"(iv) If (x) the present value (discounted semiannually to the Closing Date at the Discount Rate) of Revised Base File Rent payments by Lessee over the Basic Lease Term, expressed as a percentage of Facility Cost (the "Revised Present Value") minus (y) the Original Present Value is not more than (z) 1.6% of Facility Cost (the "Tax Rate Cap"), the components of Net Economic Return in the Revised Base File shall be those set forth in the Base File in effect on the Closing Date (the "Base File Net Economic Return") and the components of Net Economic Return shall not be adjusted. If (x) the Revised Present Value minus (y) the Original Present Value is more than (z) the Tax Rate Cap, the Owner Participant shall adjust the components of Base File Net Economic Return in the Revised Base File (the "Adjusted Base File Net Economic Return") such that (m) the Revised

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

Present Value (determined utilizing such Adjusted Base File Net Economic Return and an Optimal Structure) minus (n) the Original Present Value is not more than (o) the Tax Rate Cap and the Components of Net Economic Return will be adjusted by the same absolute adjustment which occurred to the Base File Net Economic Return (the "Adjusted Net Economic Return"). Such Revised Base File Rent, the revised debt amortization schedule determined in the calculation thereof and the new tax rate for the period subsequent to the effective date of the Tax Rate Change shall be incorporated in the Assumptions in such Revised Base File for purposes of creating a Revised Base File in connection with any subsequent Tax Rate Change; provided, however, that the Tax Rate Cap shall always be measured by reference to the Original Present Value as derived from the Base File in effect on the Closing Date."

(ii) by amending subparagraph (v) to read in its entirety as follows:

"(v) Adjustments to Basic Rent and the schedules of Casualty Values, Special Casualty Values and Modified Special Casualty Values as a result of a Tax Rate Change (a) shall be made so as to preserve Net Economic Return if Base File Net Economic Return was maintained under subparagraph (iv) or Adjusted Net Economic Return if Base File Net Economic Return was adjusted under subparagraph (iv) and adjustment to Net Economic Return is made as described in subparagraph (iv), (b) shall comply with Section 3(e) hereof, and (c) shall to the extent possible and not inconsistent with clauses (a) and (b) of this subparagraph (v) (but subject to the following assumptions and procedures) minimize the net present value cost of Basic Rent to the Lessee. In order to achieve the foregoing, the Owner Participant shall initially determine "Optimized Basic Rent" in accordance with the procedures described in this subparagraph (v) and subparagraphs (vi) and (vii) below. In order to determine the Optimized Basic Rent, the Owner Participant will prepare a pricing file (the "Preliminary Optimized Rent Pricing File") which incorporates all of the assumptions contained in the Initial Pricing File (or, if one or more pricing files have been prepared subsequent to the date of the Initial Pricing File, the

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

pricing file prepared in connection with the next preceding adjustment to Basic Rent) adjusted to reflect actual rent and debt amortization schedules prior to the latest Tax Rate Change except that the interest rates to be applied on the debt shall be the preliminary market interest rates on the Notes which shall be determined in the sole discretion of the Lessee (the "Preliminary Market Interest Rates"). The principal amount of the Notes (assumed outstanding in the period after the effective date of the Tax Rate Change) and the scheduled amortization of such Notes shall be recalculated in a manner (the "Optimal Debt Structure") so as to minimize the net present value (discounted at the resulting weighted average interest rate on the Notes) of the Basic Rent payments by the Lessee over the Basic Lease Term (utilizing the Optimal Structure)."

(iii) by inserting in subparagraph (vi)(A) immediately before the parenthetical the following:

"or, in case of Revised Base File Rent, Base File Net Economic Return or Adjusted Base File Net Economic Return, as appropriate"

d. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

": provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

e. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

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Amendment No. 2 to Facility Lease

PERRY ONE ALPHA LIMITED PARTNERSHIP

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF FEBRUARY 1, 1988, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF NOVEMBER 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR
THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
PERRY ONE DELTA LIMITED PARTNERSHIP
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST A

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST A

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: [Signature]

Title: Assistant Cashier

By: [Signature]

Name: James E. Mogavero

Title: Authorized Officer

Date: 11.5.92

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: *E. J. L. [Signature]*

Title: SECRETARY

By: *[Signature]*

Name: T. F. STARCH

Title: ASSISTANT TREASURER

Date: 11-5-92

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R. A. Munt
Name: ALFRED MUNT
Title: TREASURER
Date: 11-2-92

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named OHIO EDISON COMPANY, by
J. E. STRUCK, its ASSISTANT SECRETARY, who
acknowledged that he/she did sign the foregoing instrument on
behalf of said corporation by authority of its Board of Directors
and that the same is the free act and deed of said corporation and
his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at New York, New York this 5th day of November, 1992.



Notary Public

My Commission Expires 9/23/93

FRANCIS RUTER
Notary Public, State of New York
My Commission Expires 9/23/93

Amendment No. 2 to Facility Lease

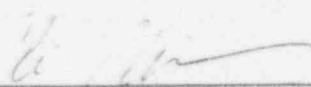
PERRY ONE DELTA LIMITED PARTNERSHIP

Commonwealth of Massachusetts)
Suffolk County) SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James E. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York, New York~~ this 9th day of November, 1992.

Boston, MA



Notary Public

Chi c. Ma

My Commission Expires 9-27-96

Perry One Delta Limited Partnership
Basic Rent Schedule

TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Basic Rent %	Basic Rent \$
Dec 1 1992	1.9839263	1,001,982.97
Jun 1 1993	3.4336144	1,734,148.70
Dec 1 1993	3.4336144	1,734,148.70
Jun 1 1994	3.4639817	1,749,485.70
Dec 1 1994	3.4639817	1,749,485.70
Jun 1 1995	3.4639817	1,749,485.70
Dec 1 1995	3.8103798	1,924,434.27
Jun 1 1996	3.8182387	1,928,403.40
Dec 1 1996	3.8198409	1,929,212.56
Jun 1 1997	4.0098241	2,025,163.70
Dec 1 1997	4.0101595	2,025,333.06
Jun 1 1998	4.2104914	2,126,510.80
Dec 1 1998	4.2104914	2,126,510.80
Jun 1 1999	4.4202478	2,232,448.40
Dec 1 1999	4.4205757	2,232,613.98
Jun 1 2000	4.6410077	2,343,943.30
Dec 1 2000	4.6418570	2,344,372.20
Jun 1 2001	4.6460897	2,346,509.95
Dec 1 2001	4.6460897	2,346,509.95
Jun 1 2002	4.6462260	2,346,578.80
Dec 1 2002	4.6462260	2,346,578.80
Jun 1 2003	4.6480036	2,347,476.56
Dec 1 2003	4.6480036	2,347,476.56
Jun 1 2004	4.6608964	2,353,988.10
Dec 1 2004	5.0999111	2,575,712.67
Jun 1 2005	5.1231348	2,587,441.83
Dec 1 2005	5.1257131	1,588,743.97
Jun 1 2006	5.3408187	2,697,383.19
Dec 1 2006	5.4204716	2,737,611.90
Jun 1 2007	5.4286610	2,741,748.00
Dec 1 2007	5.4286610	2,741,748.00
Jun 1 2008	5.4286610	2,741,748.00
Dec 1 2008	5.4286610	2,741,748.00
Jun 1 2009	5.4286610	2,741,748.00
Dec 1 2009	5.4286610	2,741,748.00
Jun 1 2010	5.4286610	2,741,748.00
Dec 1 2010	5.4286610	2,741,748.00
Jun 1 2011	5.4286610	2,741,748.00
Dec 1 2011	5.4286610	2,741,748.00
Jun 1 2012	5.4286610	2,741,748.00
Dec 1 2012	5.4286610	2,741,748.00
Jun 1 2013	5.4286610	2,741,748.00
Dec 1 2013	5.4286610	2,741,748.00
Jun 1 2014	5.4286610	2,741,748.00
Dec 1 2014	5.4286610	2,741,748.00
Jun 1 2015	5.4286610	2,741,748.00
Dec 1 2015	5.4286610	2,741,748.00
Jun 1 2016	5.4286610	2,741,748.00
Dec 1 2016	5.4286610	2,741,748.00
Jun 1 2017	5.4286610	2,741,748.00

FROM GLOBAL LEASING

10.30.1992 15:07

P. 1

Perry One Delta Limited Partnership
Casualty Values

SCHEDULE 2
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Casualty Amount %
Dec 1 1992	120.68647
Jun 1 1993	121.66424
Dec 1 1993	122.48365
Jun 1 1994	123.13914
Dec 1 1994	123.62041
Jun 1 1995	123.94759
Dec 1 1995	123.74067
Jun 1 1996	123.47360
Dec 1 1996	123.19621
Jun 1 1997	122.71987
Dec 1 1997	122.22686
Jun 1 1998	121.51667
Dec 1 1998	120.78162
Jun 1 1999	119.81112
Dec 1 1999	118.80596
Jun 1 2000	117.54486
Dec 1 2000	116.23108
Jun 1 2001	114.85907
Dec 1 2001	113.43069
Jun 1 2002	111.94349
Dec 1 2002	110.39519
Jun 1 2003	108.78151
Dec 1 2003	107.10566
Jun 1 2004	105.38164
Dec 1 2004	103.18295
Jun 1 2005	100.91379
Dec 1 2005	98.58923
Jun 1 2006	96.00360
Dec 1 2006	93.27843
Jun 1 2007	90.53415
Dec 1 2007	87.84620
Jun 1 2008	85.20086
Dec 1 2008	82.37002
Jun 1 2009	79.34117
Dec 1 2009	76.23809
Jun 1 2010	73.06426
Dec 1 2010	69.81302
Jun 1 2011	66.48809
Dec 1 2011	63.08248
Jun 1 2012	59.60014
Dec 1 2012	56.03376
Jun 1 2013	52.38754
Dec 1 2013	48.65382
Jun 1 2014	44.83710
Dec 1 2014	40.92934
Jun 1 2015	36.93529
Dec 1 2015	32.84659
Jun 1 2016	28.66830
Dec 1 2016	24.39163
Jun 1 2017	20.00000

FROM GLOBAL LEASING

18.08.1992 15:19

Perry One Delta Limited Partnership
Special Casualty Values

SCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Special Casualty Amount %
Dec 1 1992	119.54472
Jun 1 1993	120.47079
Dec 1 1993	121.23615
Jun 1 1994	121.83516
Dec 1 1994	122.25739
Jun 1 1995	122.52284
Dec 1 1995	122.25141
Jun 1 1996	121.91691
Dec 1 1996	121.56902
Jun 1 1997	121.01900
Dec 1 1997	120.44897
Jun 1 1998	119.65828
Dec 1 1998	118.83908
Jun 1 1999	117.78062
Dec 1 1999	116.68352
Jun 1 2000	115.32630
Dec 1 2000	113.91206
Jun 1 2001	112.43505
Dec 1 2001	110.89690
Jun 1 2002	109.29498
Dec 1 2002	107.62675
Jun 1 2003	105.88770
Dec 1 2003	104.08082
Jun 1 2004	102.21983
Dec 1 2004	99.87797
Jun 1 2005	97.45916
Dec 1 2005	94.97816
Jun 1 2006	92.22902
Dec 1 2006	89.33293
Jun 1 2007	86.40999
Dec 1 2007	83.53529
Jun 1 2008	80.69475
Dec 1 2008	77.65987
Jun 1 2009	74.41773
Dec 1 2009	71.09172
Jun 1 2010	67.68485
Dec 1 2010	64.19002
Jun 1 2011	60.61047
Dec 1 2011	56.93871
Jun 1 2012	53.17818
Dec 1 2012	49.32100
Jun 1 2013	45.37082
Dec 1 2013	41.31938
Jun 1 2014	37.17054
Dec 1 2014	32.91562
Jun 1 2015	28.55870
Dec 1 2015	24.09070
Jun 1 2016	19.51593
Dec 1 2016	14.82483
Jun 1 2017	10.00000

FROM GLOBAL LEASING

10.30.1992 17:51

Perry One Delta Limited Partnership
Modified Special Casualty Values

SCHEDULE 4
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Modified Special Casualty Amount %	Modified Special Casualty Amount \$
Dec 1 1992	38.15753	19,271,480
Jun 1 1993	39.03190	19,713,081
Dec 1 1993	39.74322	20,072,333
Jun 1 1994	40.31610	20,361,667
Dec 1 1994	40.71008	20,560,646
Jun 1 1995	40.94461	20,679,096
Dec 1 1995	40.98792	20,700,970
Jun 1 1996	40.98597	20,699,985
Dec 1 1996	40.98597	20,699,985
Jun 1 1997	40.98340	20,698,687
Dec 1 1997	40.98340	20,698,687
Jun 1 1998	40.98183	20,697,894
Dec 1 1998	40.98183	20,697,894
Jun 1 1999	40.98136	20,697,657
Dec 1 1999	40.98136	20,697,657
Jun 1 2000	40.98031	20,697,126
Dec 1 2000	40.98031	20,697,126
Jun 1 2001	40.98031	20,697,126
Dec 1 2001	40.98031	20,697,126
Jun 1 2002	40.97976	20,696,848
Dec 1 2002	40.97976	20,696,848
Jun 1 2003	40.97954	20,696,737
Dec 1 2003	40.90197	20,657,561
Jun 1 2004	40.49263	20,450,823
Dec 1 2004	39.23034	19,813,303
Jun 1 2005	38.66507	19,527,813
Dec 1 2005	37.21614	18,796,030
Jun 1 2006	36.56043	18,464,864
Dec 1 2006	34.90337	17,627,965
Jun 1 2007	35.00472	17,679,152
Dec 1 2007	35.27829	17,817,318
Jun 1 2008	35.71780	18,039,293
Dec 1 2008	32.47887	16,403,470
Jun 1 2009	29.14340	14,718,889
Dec 1 2009	27.21576	13,745,333
Jun 1 2010	26.32011	13,292,985
Dec 1 2010	24.28780	12,266,566
Jun 1 2011	23.34472	11,790,263
Dec 1 2011	21.20185	10,708,005
Jun 1 2012	20.20722	10,205,667
Dec 1 2012	17.94942	9,065,364
Jun 1 2013	16.90069	8,535,702
Dec 1 2013	14.52094	7,333,808
Jun 1 2014	13.41705	6,776,288
Dec 1 2014	10.90988	5,510,040
Jun 1 2015	9.74500	4,921,717
Dec 1 2015	7.10426	3,588,010
Jun 1 2016	5.87818	2,968,778
Dec 1 2016	3.09502	1,563,141
Jun 1 2017	1.78069	899,338

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended as follows:

(i) by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement";

(ii) by deleting the reference to "06667%" in the first line of clause (iv) and substituting ".081667%" in lieu thereof.

b. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

c. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

d. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.

[EXECUTION COPY]

CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE AS AMENDED BY THIS AMENDMENT NO. 2 THERETO HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE, DATED AS OF SEPTEMBER 15, 1987, AS CORRECTED AND RESTATED AND AS SUPPLEMENTED BY THE SUPPLEMENTAL INDENTURE NO. 1 THERETO, DATED AS OF DECEMBER 15, 1987, AND BY THE SUPPLEMENTAL INDENTURE NO. 2 THERETO, DATED AS OF APRIL 1, 1992. THIS AMENDMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(d) OF THIS AMENDMENT NO. 2 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS THE ORIGINAL COUNTERPART

AMENDMENT NO. 2
dated as of November 5, 1992
to
FACILITY LEASE
dated as of September 15, 1987,
as corrected and restated
and amended as of February 1, 1988
between
LESSOR

THE FIRST NATIONAL BANK OF BOSTON
not in its individual capacity, but solely
as Owner Trustee under a Trust Agreement
dated as of September 15, 1987 with
PERRY ONE DELTA LIMITED PARTNERSHIP
as Owner Participant
and
LESSEE
OHIO EDISON COMPANY

Original Facility Lease Recorded on
October 1, 1987 at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Corrective and Restated Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Amendment No. 1 to Facility Lease Recorded on
December __, 1987, at Mortgage Book Volume ____, Page ____,
Beaver County, Pennsylvania Recorder's Office

Refinancing of the Fixed Rate Notes Relating to the
Beaver Valley Power Station Unit No. 2

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B

AMENDMENT NO. 2, dated as of November 5, 1992 ("Amendment No. 2"), to the Facility Lease, dated as of September 15, 1987, as corrected and restated and as amended by Amendment No. 1 thereto, dated as of February 1, 1988, all as in effect on the date hereof (the "Facility Lease"), among THE FIRST NATIONAL BANK OF BOSTON, a national banking association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement, dated as of September 15, 1987, with the Owner Participant identified on the cover page hereof (in such capacity, the "Lessor"), and OHIO EDISON COMPANY, an Ohio corporation ("Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessee and the Lessor have heretofore entered into the Facility Lease providing for the lease by the Lessor to the Lessee of the Undivided Interest;

WHEREAS, Section 3(e) of the Facility Lease provides for an adjustment to Basic Rent and to the schedules of Casualty Values, Special Casualty Values, and Modified Special Casualty Values in order to preserve the Net Economic Return in the event, among other things, of the refunding of the Fixed Rate Notes by issuance of Additional Notes;

WHEREAS, Section 10.1 (viii) of the Indenture provides, among other things, that the Lessor and Indenture Trustee may, without the consent of the Holders of Notes Outstanding, execute a supplement to the Indenture in order to evidence the issuance of and to provide the terms of the Additional Notes; and

WHEREAS, the Lessor and the Indenture Trustee intend to execute a Supplemental Indenture No. 2 dated as of November 1, 1992 to the Indenture, providing for the issuance of new promissory notes (the "New Fixed Rate Notes");

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B

SECTION 1. Definitions.

For purposes hereof, capitalized terms used herein and not otherwise defined herein or in the recitals shall have the meanings assigned to such terms in Appendix A to the Facility Lease.

SECTION 2. Amendments.

The following amendments to the Facility Lease shall become effective as of the Effective Date:

(a) Supplemental Rent. Section 3(b) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(b) Other Adjustments to Rent. Section 3(e) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(c) Purchase Price Option for Significant Expenditures. Section 13(g) of the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(d) Definitions. Appendix A to the Facility Lease is hereby amended to the extent provided on Schedule 5 hereto.

(e) Schedules. Schedules 1 through 4 of the Facility Lease are hereby amended as follows:

(i) Schedule 1 entitled "Basic Rent Percentages" is hereby deleted in its entirety and replaced with Schedule 1 hereto.

(ii) Schedule 2 entitled "Schedule of Casualty Values" is hereby deleted in its entirety and replaced with Schedule 2 hereto.

(iii) Schedule 3 entitled "Schedule of Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 3 hereto.

(iv) Schedule 4 entitled "Schedule of Modified Special Casualty Values" is hereby deleted in its entirety and replaced with Schedule 4 hereto.

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B

SECTION 3. Miscellaneous.

(a) Execution. This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Although this Amendment No. 2 is dated as of the date first above written for convenience (and once it becomes effective shall have effect from such date), the actual dates of execution hereof by the parties hereto are, respectively, the dates set forth under the signatures hereto, and this Amendment No. 2 shall become effective as of the Effective Date when all conditions precedent to the Effective Date shall have been satisfied and this Amendment No. 2 shall have been duly executed and delivered by all parties hereto. This Amendment No. 2 amends and modifies the Facility Lease and is to be read with and form part of the Facility Lease. On and from the Effective Date any reference in any Transaction Document to the Facility Lease shall be deemed to refer to the Facility Lease, as corrected and restated and as amended and modified by Amendment No. 1 thereto, dated as of February 1, 1988, and by this Amendment No. 2.

(b) Non-Waiver or Amendment. The agreements contained in this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under any Transaction Document, nor constitute, except as expressly provided in this Amendment, a waiver of any provision of any Transaction Document.

(c) Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the laws of the Commonwealth of Pennsylvania govern the creation of, and perfection of, interest in property (whether real or personal) and except to the extent that the Federal laws of the United States are mandatorily applicable.

(d) Original Counterpart. The single executed original of this Amendment No. 2 marked "THIS COUNTERPART IS THE ORIGINAL COUNTERPART" and containing the receipt of the Indenture Trustee thereon shall be the "Original" of this Amendment No. 2. No security interest in this Amendment No. 2 may be created or continued through the transfer or possession of any counterpart other than the "Original".

AMENDMENT NO. 2 to Facility Lease**PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B**

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: *[Signature]*

Title: Assistant Cashier

By: *[Signature]*

Name: James E. Mogavero

Title: Authorized Officer

Date: _____

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B

IN WITNESS WHEREOF, intending to be legally bound, each of the parties hereto has caused this Amendment No. 2 to Facility Lease to be duly executed by an officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity, but
solely as Owner Trustee under a
Trust Agreement dated as of
September 15, 1987 with the Owner
Participant

ATTEST:

[Corporate Seal]

By: _____

Title: _____

By: 

Name: J.E. Mogavero

Title: AUTHORIZED OFFICER

Date: 11-5-92

OHIO EDISON COMPANY

ATTEST:

[Corporate Seal]

By: 

Title: SECRETARY

By: 

Name: T.F. STRUCK

Title: ASSISTANT TREASURER

Date: 11-5-92

CERTIFICATE OF SERVICE

The Lessee, Ohio Edison Company, hereby certifies that its precise address is 76 S. Main Street, Akron, Ohio 44308.

By: R.H. MarshName: R.H. MarshTitle: TREASURERDate: 11-3-92

-6-

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named OHIO EDISON COMPANY, by JOHN J. SIMONEK, its SECRETARY/TREASURER, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation by authority of its Board of Directors and that the same is the free act and deed of said corporation and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 5th day of December 1992.

Tracey Ann Richards
Notary Public

My Commission Expires _____

TRACEY ANN RICHARDS
Notary Public, State of New York
No. 80-4894828
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires April 12, 1994

-7-

Amendment No. 2 to Facility Lease

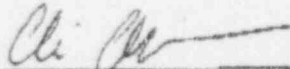
PERRY ONE DELTA LIMITED PARTNERSHIP

Commonwealth of Massachusetts)
Suffolk County) SS.:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE FIRST NATIONAL BANK OF BOSTON, by James J. Mogavero, its Authorized Officer, who acknowledged that he/she did sign the foregoing instrument on behalf of said national banking association by authority of its Board of Directors and that the same is the free act and deed of said national banking association and his/her free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New York~~, New York this 9th day of November, 1992.

Boston, MA



Notary Public

Chi C. Ma

My Commission Expires 9-27-96

-5-

Amendment No. 2 to Facility Lease

PERRY ONE DELTA LIMITED PARTNERSHIP - TRUST B

FRI 12/15/98

114

P. 5
SCHEDULE 1Perry One Delta (...)
Basic Rent ScheduleTO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Basic Rent \$	Basic Rent \$
Dec 1 1992	1,963,922.97	1,963,922.97
Jun 1 1993	1,433,614.4	1,734,148.70
Dec 1 1993	1,433,614.4	1,734,148.70
Jun 1 1994	1,463,981.7	1,749,485.70
Dec 1 1994	1,463,981.7	1,749,485.70
Jun 1 1995	1,463,981.7	1,749,485.70
Dec 1 1995	1,810,579.8	1,924,434.27
Jun 1 1996	1,818,238.7	1,928,403.40
Dec 1 1996	1,819,840.9	1,929,212.56
Jun 1 1997	4,009,824.1	2,023,163.70
Dec 1 1997	4,010,159.5	2,025,333.06
Jun 1 1998	4,210,491.4	2,126,510.80
Dec 1 1998	4,210,491.4	2,126,510.80
Jun 1 1999	4,420,267.8	2,232,448.40
Dec 1 1999	4,420,575.7	2,232,613.98
Jun 1 2000	4,641,007.7	2,343,943.30
Dec 1 2000	4,641,857.0	2,344,372.20
Jun 1 2001	4,646,089.7	2,346,509.95
Dec 1 2001	4,646,089.7	2,346,509.95
Jun 1 2002	4,646,226.0	2,346,578.80
Dec 1 2002	4,646,226.0	2,346,578.80
Jun 1 2003	4,648,003.6	2,347,476.56
Dec 1 2003	4,648,003.6	2,347,476.56
Jun 1 2004	4,660,896.4	2,351,988.10
Dec 1 2004	5,099,911.1	2,575,712.67
Jun 1 2005	5,122,134.8	2,587,441.81
Dec 1 2005	5,125,713.1	2,588,743.97
Jun 1 2006	5,340,818.7	2,697,383.19
Dec 1 2006	5,420,471.6	2,737,611.90
Jun 1 2007	5,428,661.0	2,741,748.00
Dec 1 2007	5,428,661.0	2,741,748.00
Jun 1 2008	5,428,661.0	2,741,748.00
Dec 1 2008	5,428,661.0	2,741,748.00
Jun 1 2009	5,428,661.0	2,741,748.00
Dec 1 2009	5,428,661.0	2,741,748.00
Jun 1 2010	5,428,661.0	2,741,748.00
Dec 1 2010	5,428,661.0	2,741,748.00
Jun 1 2011	5,428,661.0	2,741,748.00
Dec 1 2011	5,428,661.0	2,741,748.00
Jun 1 2012	5,428,661.0	2,741,748.00
Dec 1 2012	5,428,661.0	2,741,748.00
Jun 1 2013	5,428,661.0	2,741,748.00
Dec 1 2013	5,428,661.0	2,741,748.00
Jun 1 2014	5,428,661.0	2,741,748.00
Dec 1 2014	5,428,661.0	2,741,748.00
Jun 1 2015	5,428,661.0	2,741,748.00
Dec 1 2015	5,428,661.0	2,741,748.00
Jun 1 2016	5,428,661.0	2,741,748.00
Dec 1 2016	5,428,661.0	2,741,748.00
Jun 1 2017	5,428,661.0	2,741,748.00

FROM GLOBAL LEASING

10.30.1992 10:07

P. 7

Perry One Delta Limited Partnership
Casualty Values

SCHEDULE 2

TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Casualty Amount %
Dec 1 1991	120.58547
Jun 1 1993	121.66424
Dec 1 1993	122.48365
Jun 1 1994	123.13914
Dec 1 1994	123.62041
Jun 1 1995	123.94759
Dec 1 1995	123.74067
Jun 1 1996	123.47360
Dec 1 1996	123.19621
Jun 1 1997	122.71987
Dec 1 1997	122.22686
Jun 1 1998	121.51667
Dec 1 1998	120.78162
Jun 1 1999	119.81112
Dec 1 1999	118.80596
Jun 1 2000	117.54486
Dec 1 2000	116.23108
Jun 1 2001	114.83907
Dec 1 2001	113.43060
Jun 1 2002	111.94349
Dec 1 2002	110.29519
Jun 1 2003	108.78151
Dec 1 2003	107.10366
Jun 1 2004	105.38164
Dec 1 2004	103.18295
Jun 1 2005	100.91379
Dec 1 2005	98.38923
Jun 1 2006	96.00360
Dec 1 2006	93.27843
Jun 1 2007	90.53415
Dec 1 2007	87.84620
Jun 1 2008	85.20986
Dec 1 2008	82.37002
Jun 1 2009	79.34117
Dec 1 2009	76.23809
Jun 1 2010	73.06426
Dec 1 2010	69.81382
Jun 1 2011	66.48809
Dec 1 2011	63.08248
Jun 1 2012	59.60014
Dec 1 2012	56.03378
Jun 1 2013	52.38754
Dec 1 2013	48.65382
Jun 1 2014	44.82710
Dec 1 2014	40.92934
Jun 1 2015	36.93529
Dec 1 2015	32.84639
Jun 1 2016	28.66830
Dec 1 2016	24.39163
Jun 1 2017	20.00000

10.36.1992 15:19

SCHEDULE 3
TO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Special Casualty Amount
Dec 1 1992	119.54472
Jun 1 1993	120.47079
Dec 1 1993	121.23615
Jun 1 1994	121.83516
Dec 1 1994	122.25739
Jun 1 1995	122.52284
Dec 1 1995	123.25141
Jun 1 1996	121.91691
Dec 1 1996	121.56902
Jun 1 1997	121.01900
Dec 1 1997	120.44897
Jun 1 1998	119.65828
Dec 1 1998	118.83908
Jun 1 1999	117.78062
Dec 1 1999	116.68552
Jun 1 2000	115.82630
Dec 1 2000	115.91206
Jun 1 2001	112.43505
Dec 1 2001	110.88690
Jun 1 2002	109.29498
Dec 1 2002	107.62875
Jun 1 2003	105.88770
Dec 1 2003	104.08082
Jun 1 2004	102.21983
Dec 1 2004	99.87797
Jun 1 2005	97.45916
Dec 1 2005	94.97816
Jun 1 2006	92.22902
Dec 1 2006	89.33293
Jun 1 2007	86.40999
Dec 1 2007	83.55329
Jun 1 2008	80.69475
Dec 1 2008	77.83987
Jun 1 2009	74.41773
Dec 1 2009	71.09172
Jun 1 2010	67.68485
Dec 1 2010	64.19902
Jun 1 2011	60.61047
Dec 1 2011	56.93871
Jun 1 2012	53.17818
Dec 1 2012	49.32103
Jun 1 2013	45.37082
Dec 1 2013	41.31958
Jun 1 2014	37.17034
Dec 1 2014	32.91562
Jun 1 2015	28.55870
Dec 1 2015	24.09070
Jun 1 2016	19.51593
Dec 1 2016	14.82483
Jun 1 2017	10.00000

1993 GENERAL LEDGER

12.28.1992 17:51

SCHEDULE 4

Perry One Delta Limited Partnership
Modified Special Casualty ValuesTO AMENDMENT NO. 2
TO FACILITY LEASE

Date	Modified Special Casualty Amount %	Modified Special Casualty Amount \$
Dec 1 1992	38.15733	19,271,480
Jan 1 1993	38.03190	19,713,081
Dec 1 1993	38.74222	20,072,323
Jan 1 1994	40.31610	20,361,667
Dec 1 1994	40.71008	20,560,646
Jan 1 1995	40.84461	20,679,096
Dec 1 1995	40.98792	20,700,970
Jan 1 1996	40.98597	20,699,985
Dec 1 1996	40.98597	20,699,985
Jan 1 1997	40.98140	20,698,687
Dec 1 1997	40.98140	20,698,687
Jan 1 1998	40.98183	20,697,894
Dec 1 1998	40.98183	20,697,894
Jan 1 1999	40.98130	20,697,657
Dec 1 1999	40.98130	20,697,657
Jan 1 2000	40.98031	20,697,126
Dec 1 2000	40.98031	20,697,126
Jan 1 2001	40.98031	20,697,126
Dec 1 2001	40.98031	20,697,126
Jan 1 2002	40.97976	20,696,848
Dec 1 2002	40.97976	20,696,848
Jan 1 2003	40.97954	20,696,737
Dec 1 2003	40.980197	20,697,561
Jan 1 2004	40.48283	20,450,823
Dec 1 2004	39.23034	19,813,303
Jan 1 2005	38.46507	19,327,813
Dec 1 2005	37.21614	18,796,030
Jan 1 2006	36.56043	18,464,864
Dec 1 2006	34.80337	17,627,965
Jan 1 2007	33.00672	17,479,152
Dec 1 2007	31.27829	17,817,318
Jan 1 2008	30.71780	18,039,293
Dec 1 2008	32.47887	16,403,470
Jan 1 2009	29.14340	14,718,889
Dec 1 2009	27.21576	13,745,333
Jan 1 2010	26.32011	13,292,985
Dec 1 2010	24.28780	12,266,566
Jan 1 2011	23.54472	11,790,263
Dec 1 2011	21.30185	10,705,005
Jan 1 2012	20.20722	10,205,667
Dec 1 2012	17.94942	9,065,364
Jan 1 2013	16.90068	8,535,702
Dec 1 2013	14.52096	7,333,808
Jan 1 2014	13.41705	6,776,288
Dec 1 2014	10.90988	5,510,040
Jan 1 2015	9.74500	4,821,717
Dec 1 2015	7.10426	3,838,010
Jan 1 2016	5.87818	2,968,778
Dec 1 2016	3.09502	1,563,141
Jan 1 2017	1.78069	899,338

SCHEDULE 5
TO AMENDMENT NO. 2 TO
FACILITY LEASE

AMENDMENTS TO FACILITY LEASE

a. Supplemental Rent. Section 3(b) of the Facility Lease is amended as follows:

(i) by insertion of, at the end of clause (i) thereof prior to the semicolon, the phrase: "or the Refinancing Agreement";

(ii) by deleting the reference to ".06667%" in the first line of clause (iv) and substituting ".081667%" in lieu thereof.

b. Other Adjustments to Rent. Section 3(e) of the Facility Lease is amended by insertion of, after the phrase "Closing Date" in clause (ii) thereof, the phrase: "or if the Refinancing Transaction Expenses (as defined in the Refinancing Agreement) are less than the maximum amount of transaction expenses payable by the Owner Trustee as set forth on Schedule 1 to the Refinancing Agreement".

c. Purchase Option for Significant Expenditures. Section 13(g) of the Facility Lease is amended by adding the following language to the end of the second sentence of such Section:

"; provided, however, that the Lessee shall be required to assume the Outstanding Notes in order to exercise the option referred to in this Section 13(g) if, at the time of the proposed exercise of such option, any of such Outstanding Notes are not redeemable or prepayable in accordance with their terms and the terms of the Indenture."

d. Definitions. Appendix A of the Facility Lease is amended as set forth in Amendment No. 4 to the Participation Agreement in respect of Appendix A thereto.