

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (this "Amendment") is entered into as of the 3rd day of March, 2016 by and between PECO ENERGY COMPANY, with its principal mailing address at 2301 Market Street, N3-3, Philadelphia, PA 19103 ("Licensor") and East Bradford Township, with its principal mailing address at 666 Copeland School Road, West Chester, PA 19380 ("Licensee").

WHEREAS, Licensor and Licensee entered into a License Agreement dated July 23, 2012 (the "License") for the sole purpose of constructing and operating several recreational trails in East Bradford Township, Chester County, Pennsylvania (the "Premises").

WHEREAS, Licensor and West Chester Fish, Game and Wildlife Association enter into a Lease dated April 1, 1993 (the "Lease") of land adjoining the Licensed Area for the purposes of constructing and maintaining a nature center ("Nature Center").

WHEREAS, the Lease has been terminated, and Licensee desires to take over the responsibility for maintaining the Nature Center.

WHEREAS, Licensor and Licensee desire to amend the License in accordance with the terms of this Amendment.

NOW, THEREFORE, Licensor and Licensee, intending to be legally bound, agree that the License is hereby amended as follows:

1. Section 1 of the License is amended to include the use and maintenance of the Nature Center as a permitted purpose.
2. The description of the Premises in Section 2 (a) is hereby amended to add the Nature Center, as outlined in yellow on Exhibit "A" attached.
3. The fourth sentence in Section 3 of the License is amended to read as follows: Licensee shall not permit the Premises to be used for anything other than the Trail and Nature Center, including without limitation gardening or other agricultural activities, without the prior written approval of the Licensor.
4. Licensee's use of the Premises shall not violate the terms and conditions of a Grant of Conservation Easement dated November 21, 1980 between Licensor and The Brandywine Conservancy, Inc, copy of which is attached as Exhibit "B."
5. Licensee shall restrict the use of the trails in the Nature Center to pedestrian use, with the exception of the existing trail(s) provided for in the License.
6. Licensee shall not construct any new improvements in the Nature Center without the prior approval of Licensor in accordance with Section 9 of the License.
7. If required by law, Licensor shall file a copy of this Amendment with the Pennsylvania Public Utility Commission promptly upon the execution thereof. This Amendment shall become effective only after any required PUC approval under Section 507 of

the Pennsylvania Public Utility Code.

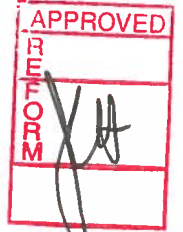
8. Except as otherwise provided herein, all other terms, conditions and provisions of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

PECO ENERGY COMPANY

BY: _____

Dennis E. Wilson, Sr.
Manager, Leasing & Sales



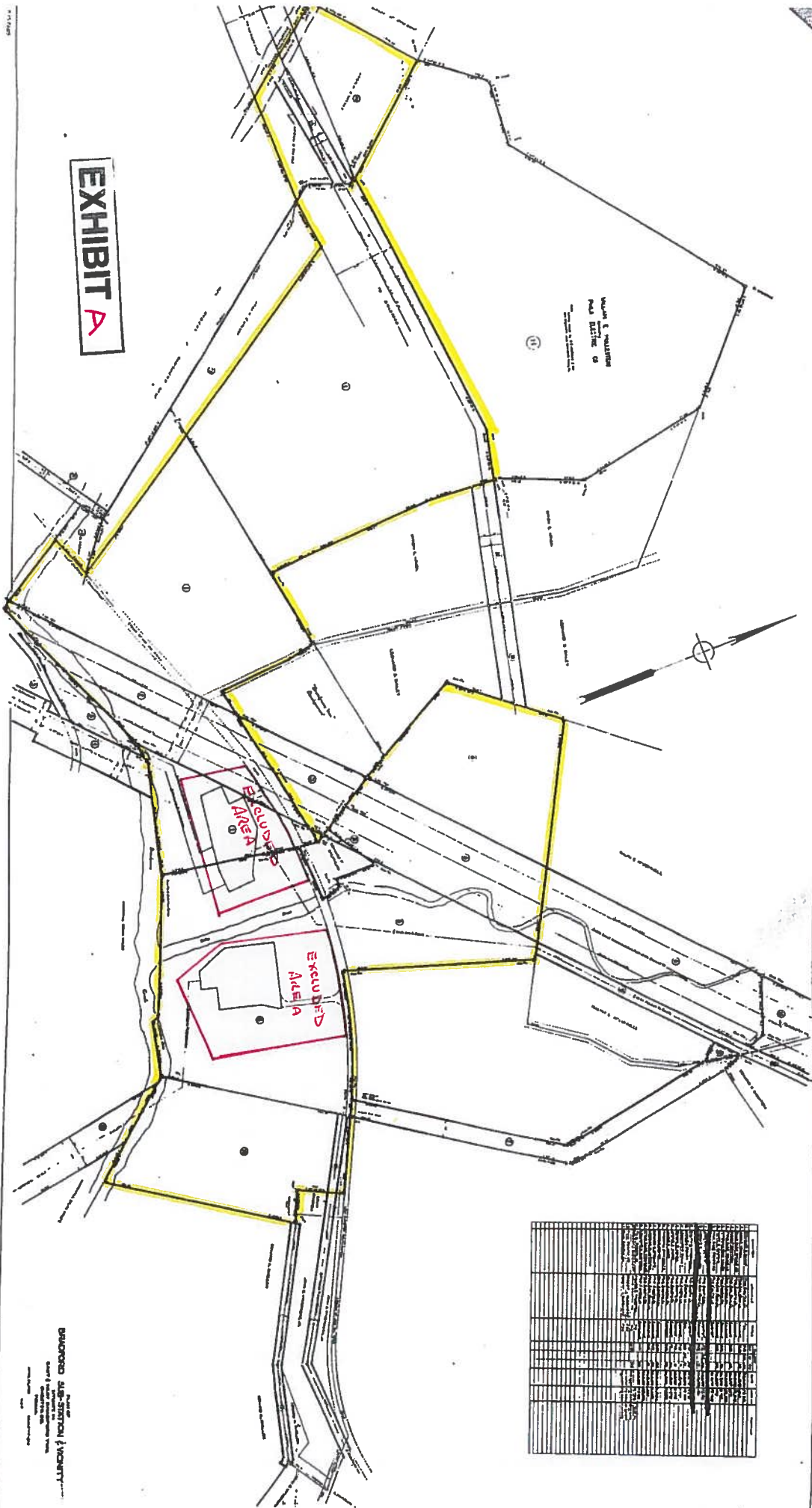
EAST BRADFORD TOWNSHIP

BY: _____

Name:

Michael P. Lynch
Township Manager / Secretary / Treasurer

EXHIBIT A



DAVIDSON SUB-SECTION 14 COUNTY

THIS AGREEMENT made this 11th day of November, A.D. 1980,
by and between PHILADELPHIA ELECTRIC COMPANY, a corporation of the Commonwealth of
Pennsylvania, hereinafter called Company of the first part, and THE BRANDYWINE
CONSERVANCY, INC., a non-profit corporation of the State of Delaware, hereinafter
called "Conservancy" of the second part.

WHEREAS, Electric is the owner of property situate on the north and south
side of West Chester-Downingtown Road (Penna. State Highway route 322) in East
Bradford Township, Chester County, Pennsylvania (utilized for its Bradford Sub-
station, Conowingo Transmission Line, Bradford-Newlinville Transmission Line and
Bradford-Cromby Transmission Line) more particularly shown outlined in red on the
plan attached hereto and made a part hereof; AND

WHEREAS, Conservancy, as part of its Valley Creek Conservation Project, desires
to preserve the natural features of the unimproved areas of said property; AND

WHEREAS, Electric is willing to cooperate with Conservancy to preserve the
natural features of the unimproved areas of said property.

NOW, THEREFORE WITNESSETH, That Electric for and consideration of the sum of
ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged does hereby agree
to prevent the following activities or uses of its hereinafter recited property:

1. The cutting of trees, excepting those which are dead, decayed, diseased
or dangerous or are cut in accordance with a documented Forestry Management Plan
approved by the parties hereto, their Successors and Assigns.
2. The depositing, dumping or abandoning of any land fill or solid or liquid
refuse, waste or junk thereon or therein, excepting effluent from buildings now
existing or to be constructed by Electric for its corporate purposes.
3. The quarrying, excavation or removal of rocks, minerals, gravel, sand,
top soil or other similar material.

EXHIBIT B

*Deed Book 499
Page 588 etc.*

L. The construction of all buildings, structures, or works thereon, including billboards, signboards, private roads, driveways and parking lots unless required by Electric for its corporate purposes.

BEING as to part, the same premises which JOHN CHATLEY, JR. and RUTH S. CHATLEY, his wife, by Indenture bearing date the 12th day of September, A.D. 1949, and recorded in the Office for Recording of Deeds &c., in and for the County of Chester, aforesaid, in Deed Book W-22, Vol. 544, page 560 &c., granted and conveyed unto PHILADELPHIA ELECTRIC COMPANY, in fee. CONTAINING 42.589 acres, more or less. BEING Parcel Nos. 6 and 8 on said Plan.

BEING as to another part, part of the same premises which EDWARD S. SHARP and MARY E. SHARP, his wife, by Indenture bearing date the 11th day of October, A.D. 1949, and recorded in the Office aforesaid, in Deed Book B-24, Vol. 574, page 134 &c., granted and conveyed unto PHILADELPHIA ELECTRIC COMPANY, in fee. CONTAINING 60 acres, more or less. BEING Parcel Nos. 1 and 2 on said Plan.

BEING as to another part, the same premises which JAMES L. RONEY and THELMA C. RONEY, his wife, by Indenture bearing date the 26th day of March, A.D. 1953, and recorded in the Office aforesaid in Deed Book N-25, Vol. 610, page 23 &c., granted and conveyed unto PHILADELPHIA ELECTRIC COMPANY, in fee. CONTAINING 10.655 acres, more or less. BEING Parcel No. 10 on said Plan.

BEING as to another part, the same premises which LAURENCE P. SHARPLESS and SALLY E. SHARPLESS, his wife, by Indenture bearing date the 31st day of March, A.D. 1971, and recorded in the Office aforesaid, in Deed Book V-39, page 420 &c., granted and conveyed unto PHILADELPHIA ELECTRIC COMPANY, in fee. CONTAINING 1.909 acres, more or less. BEING Parcel A on said Plan.

BEING as to the remaining part, the same premises which ROBERT J. GLEICHERT and GLORIA M. GLEICHERT, his wife, by Indenture bearing date the 22nd day of April, A.D. 1971, and recorded in the Office aforesaid in Deed Book W-39, page 282 &c., granted and conveyed unto PHILADELPHIA ELECTRIC COMPANY, in fee. CONTAINING 7.413 acres, more or less. BEING Parcel B on said Plan.

Conservancy shall have the right to enter upon the property of Electric to inspect for violations of the aforesaid provisions, to cooperate with Electric in an advisory capacity in the removal or elimination of any violations. Nothing herein shall be construed to grant unto the general public or any other person or persons the right to enter upon the property above described, other than Conservancy, its Successors and Assigns, or its duly authorized agents, for the purposes set forth herein.

UNDER and SUBJECT, nevertheless, to the express conditions hereinafter set forth.

1. This Agreement is under and subject to the right of Electric, its Successors and Assigns, at any time hereafter to erect, construct, install, operate, maintain, renew, add to, relocate and remove facilities on, over and under its property as necessary for the performance of its corporate business.

2. It is understood by Conservancy that the Business of Electric involves, among other things, the construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentalities with appurtenances, now or which may hereafter be erected on the property which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas, and Conservancy covenants and agrees (as a specific condition of this agreement) that Conservancy will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly any of the said structures, fixtures, facilities and instrumentalities of Electric and Conservancy further covenants and agrees that Electric shall not be held responsible for and Electric is hereby especially relieved from all liabilities by reason of injury or damage of any nature whatsoever to Conservancy or to its employees, guests, agents and others who are on the premises under, through, or by the authority of Conservancy; and Conservancy further hereby releases and waives any right to ask for and demand damages of any nature or kind, for any matter or thing, however caused, and unless attributable solely to the fault, failure or negligence of Electric.

3. Conservancy shall give at least 72 hours prior notice to Electric's Superintendent in charge of its Overhead Transmission Section, 1050 Swedesford Road, Berwyn, Pennsylvania, 19312, before entering the property for purpose of inspection.

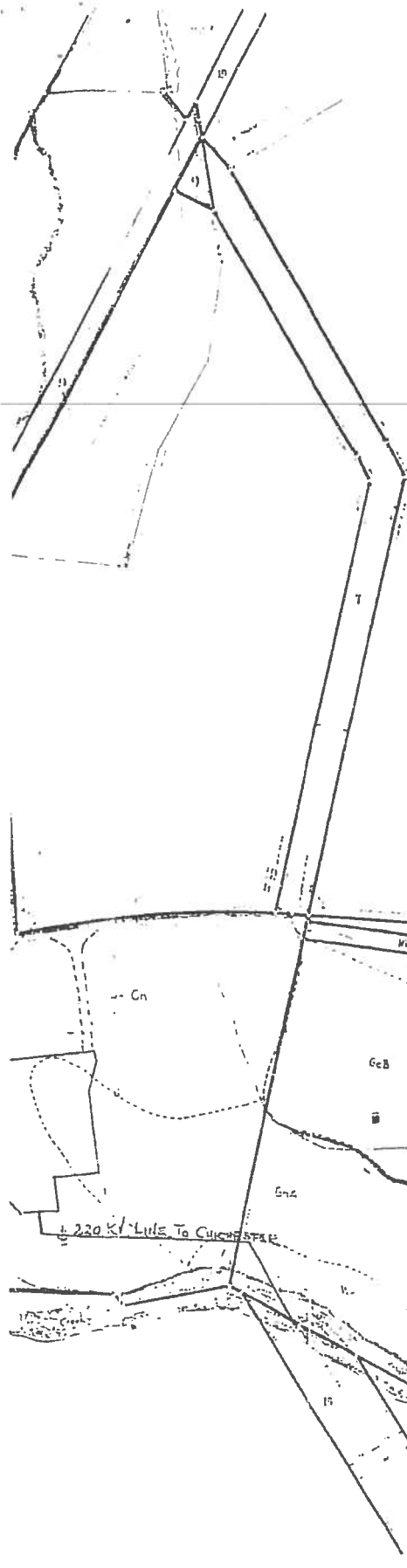
4. Conservancy assumes all risk of loss, injury or damage and all risk of injury or death to its representatives from any cause whatsoever. The Conservancy shall at all times hereafter indemnify, protect and save harmless Electric (and its officers, agents and employees).

5. Conservancy shall prominently display plaques on the property. Said plaques shall be subject to the review of Electric's Appearance and Coordinating Committee and shall be submitted to said Committee for its approval prior to their display on the property.

6. This Agreement is subject to the lien of the First and Refunding Mortgage dated May 1, 1923, of The Counties Gas and Electric Company (to which Philadelphia Electric Company is successor) to Fidelity Trust Company (to which The Fidelity Bank is successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of presently outstanding bonds of Philadelphia Electric Company and other and additional bonds which may hereafter be issued and outstanding under said Mortgage as so amended and supplemented.

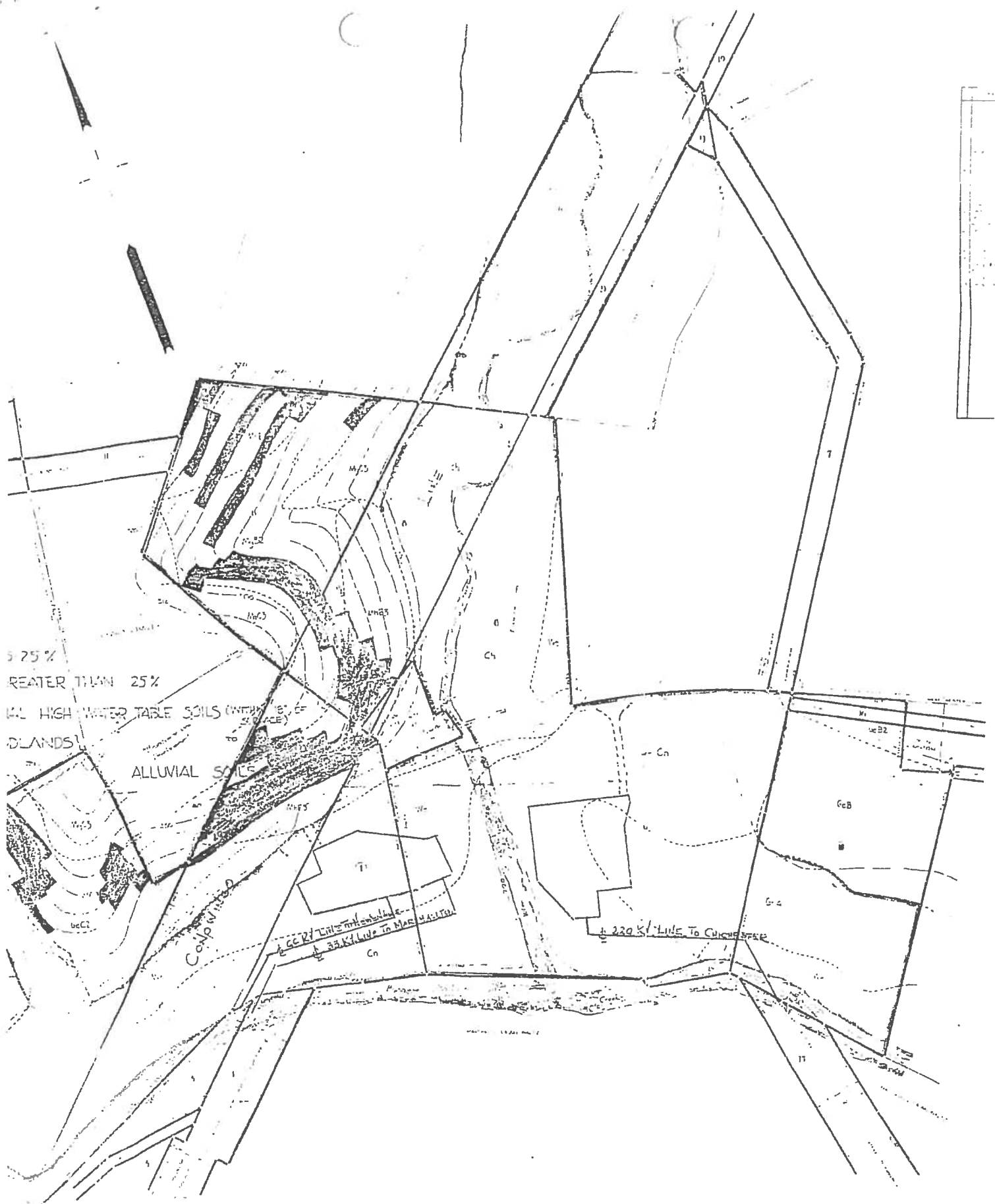
7. This Agreement shall inure to benefit of Electric Company and Conservancy their respective Successors and Assigns.

LINE NO.	TYPE	START	END	LENGTH	STATUS
1	110KV	100+00	100+50	50	EXISTING
2	110KV	100+50	100+100	50	EXISTING
3	110KV	100+100	100+150	50	EXISTING
4	110KV	100+150	100+200	50	EXISTING
5	110KV	100+200	100+250	50	EXISTING
6	110KV	100+250	100+300	50	EXISTING
7	110KV	100+300	100+350	50	EXISTING
8	110KV	100+350	100+400	50	EXISTING
9	110KV	100+400	100+450	50	EXISTING
10	110KV	100+450	100+500	50	EXISTING
11	110KV	100+500	100+550	50	EXISTING
12	110KV	100+550	100+600	50	EXISTING
13	110KV	100+600	100+650	50	EXISTING
14	110KV	100+650	100+700	50	EXISTING
15	110KV	100+700	100+750	50	EXISTING
16	110KV	100+750	100+800	50	EXISTING
17	110KV	100+800	100+850	50	EXISTING
18	110KV	100+850	100+900	50	EXISTING
19	110KV	100+900	100+950	50	EXISTING
20	110KV	100+950	100+1000	50	EXISTING
21	110KV	100+1000	100+1050	50	EXISTING
22	110KV	100+1050	100+1100	50	EXISTING
23	110KV	100+1100	100+1150	50	EXISTING
24	110KV	100+1150	100+1200	50	EXISTING
25	110KV	100+1200	100+1250	50	EXISTING
26	110KV	100+1250	100+1300	50	EXISTING
27	110KV	100+1300	100+1350	50	EXISTING
28	110KV	100+1350	100+1400	50	EXISTING
29	110KV	100+1400	100+1450	50	EXISTING
30	110KV	100+1450	100+1500	50	EXISTING
31	110KV	100+1500	100+1550	50	EXISTING
32	110KV	100+1550	100+1600	50	EXISTING
33	110KV	100+1600	100+1650	50	EXISTING
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35	110KV	100+1700	100+1750	50	EXISTING
36	110KV	100+1750	100+1800	50	EXISTING
37	110KV	100+1800	100+1850	50	EXISTING
38	110KV	100+1850	100+1900	50	EXISTING
39	110KV	100+1900	100+1950	50	EXISTING
40	110KV	100+1950	100+2000	50	EXISTING
41	110KV	100+2000	100+2050	50	EXISTING
42	110KV	100+2050	100+2100	50	EXISTING
43	110KV	100+2100	100+2150	50	EXISTING
44	110KV	100+2150	100+2200	50	EXISTING
45	110KV	100+2200	100+2250	50	EXISTING
46	110KV	100+2250	100+2300	50	EXISTING
47	110KV	100+2300	100+2350	50	EXISTING
48	110KV	100+2350	100+2400	50	EXISTING
49	110KV	100+2400	100+2450	50	EXISTING
50	110KV	100+2450	100+2500	50	EXISTING
51	110KV	100+2500	100+2550	50	EXISTING
52	110KV	100+2550	100+2600	50	EXISTING
53	110KV	100+2600	100+2650	50	EXISTING
54	110KV	100+2650	100+2700	50	EXISTING
55	110KV	100+2700	100+2750	50	EXISTING
56	110KV	100+2750	100+2800	50	EXISTING
57	110KV	100+2800	100+2850	50	EXISTING
58	110KV	100+2850	100+2900	50	EXISTING
59	110KV	100+2900	100+2950	50	EXISTING
60	110KV	100+2950	100+3000	50	EXISTING
61	110KV	100+3000	100+3050	50	EXISTING
62	110KV	100+3050	100+3100	50	EXISTING
63	110KV	100+3100	100+3150	50	EXISTING
64	110KV	100+3150	100+3200	50	EXISTING
65	110KV	100+3200	100+3250	50	EXISTING
66	110KV	100+3250	100+3300	50	EXISTING
67	110KV	100+3300	100+3350	50	EXISTING
68	110KV	100+3350	100+3400	50	EXISTING
69	110KV	100+3400	100+3450	50	EXISTING
70	110KV	100+3450	100+3500	50	EXISTING
71	110KV	100+3500	100+3550	50	EXISTING
72	110KV	100+3550	100+3600	50	EXISTING
73	110KV	100+3600	100+3650	50	EXISTING
74	110KV	100+3650	100+3700	50	EXISTING
75	110KV	100+3700	100+3750	50	EXISTING
76	110KV	100+3750	100+3800	50	EXISTING
77	110KV	100+3800	100+3850	50	EXISTING
78	110KV	100+3850	100+3900	50	EXISTING
79	110KV	100+3900	100+3950	50	EXISTING
80	110KV	100+3950	100+4000	50	EXISTING
81	110KV	100+4000	100+4050	50	EXISTING
82	110KV	100+4050	100+4100	50	EXISTING
83	110KV	100+4100	100+4150	50	EXISTING
84	110KV	100+4150	100+4200	50	EXISTING
85	110KV	100+4200	100+4250	50	EXISTING
86	110KV	100+4250	100+4300	50	EXISTING
87	110KV	100+4300	100+4350	50	EXISTING
88	110KV	100+4350	100+4400	50	EXISTING
89	110KV	100+4400	100+4450	50	EXISTING
90	110KV	100+4450	100+4500	50	EXISTING
91	110KV	100+4500	100+4550	50	EXISTING
92	110KV	100+4550	100+4600	50	EXISTING
93	110KV	100+4600	100+4650	50	EXISTING
94	110KV	100+4650	100+4700	50	EXISTING
95	110KV	100+4700	100+4750	50	EXISTING
96	110KV	100+4750	100+4800	50	EXISTING
97	110KV	100+4800	100+4850	50	EXISTING
98	110KV	100+4850	100+4900	50	EXISTING
99	110KV	100+4900	100+4950	50	EXISTING
100	110KV	100+4950	100+5000	50	EXISTING



PLAN OF
 BRADFORD SUB-STATION & VICINITY
 SITUATE IN
 EAST & WEST BRADFORD TOWNS
 CHESTER CO.
 PENNSA.
 MADE BY ...

110KV



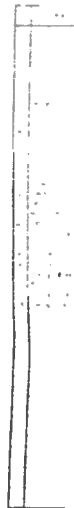
5.75%
GREATER THAN 25%
ALL HIGH WATER TABLE SOILS (WITHIN 5' OF SURFACE)
LANDS

ALLUVIAL SOILS

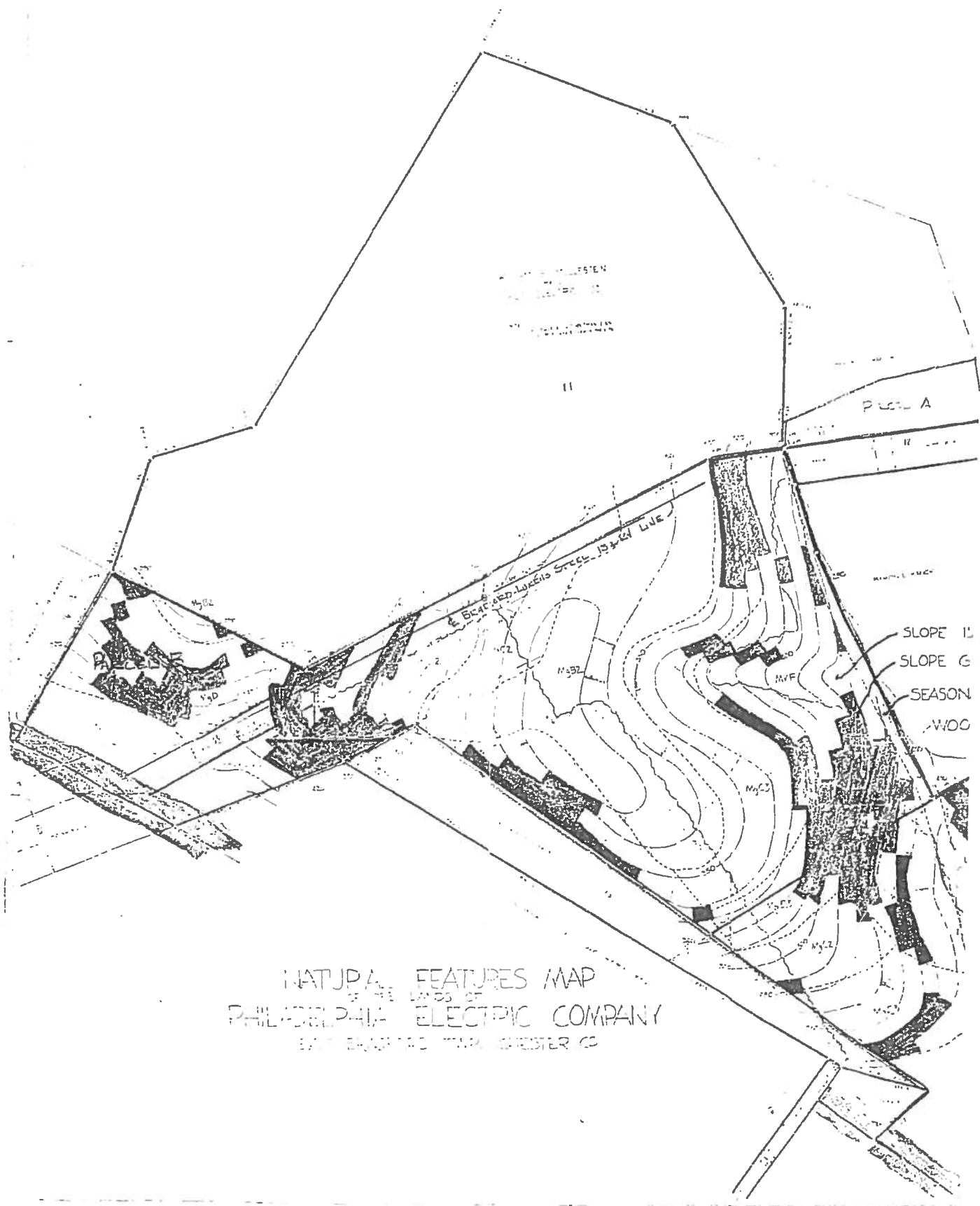
Cabo Verde

GC 27 Title not available
33.81 Acre in Mar. 4, 1974

LINE TO CURB OFFICE



20924



NATURAL FEATURES MAP
OF THE LANDS OF
PHILADELPHIA ELECTRIC COMPANY
EAST BRANCH OF THE CHESTER CO

20924