

AGREEMENT FOR LAND EXCHANGE

THIS AGREEMENT FOR LAND EXCHANGE ("Agreement") is made this 17th day of April, 2009, between **PPL HOLTWOOD, LLC**, of Allentown, Lehigh County, Pennsylvania, hereinafter called "PPL", and **BRIAN AMENT and ELIZABETH KAREN AMENT, also known as E. KAREN AMENT**, of Martic Township, Lancaster County, Pennsylvania, hereinafter called "Ament."

WITNESSETH:

WHEREAS, PPL owns and operates the Holtwood Hydroelectric Station on the Susquehanna River pursuant to a license issued by the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, PPL is the owner of a certain property situate in Martic Township, Lancaster County, Pennsylvania, having an address of 630 Bridge Valley Road (the "PPL Property") identified as Property ID #430796 2800000, and more fully described in the Deed Recorded in the Lancaster County Recorder of Deeds Office as Instrument No. 71590080, which property is located within the FERC boundary; and

WHEREAS, Ament is the owner of a certain property situate in Conestoga Township, Lancaster County, Pennsylvania, having an address of 1439 River Hill Road (the "Ament Property"), and identified as Property ID # 1208072200000, and more fully described in the Deed Recorded in the Lancaster County Recorder of Deeds Office as Instrument No. 05670005; and

WHEREAS, Ament currently has a license with PPL to utilize the PPL Property; and

WHEREAS, Ament desires to acquire an approximate 1.22-acre portion of the PPL Property, as depicted on Exhibit A attached hereto and incorporated herein by reference, and, in exchange, PPL desires to acquire the Ament Property; and

WHEREAS, the parties are desirous of exchanging ownership of the aforementioned parcels, one for the other, under the terms and conditions set forth herein.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the sufficiency and adequacy of the consideration being acknowledged, and intending to be legally bound, hereby agree as follows:

1. The consideration for the exchange of ownership will be as set forth in the above recitals and as set forth herein.

2. PPL shall be responsible to subdivide the approximate 1.22-acre tract that will be transferred to Ament, said property being generally depicted on Exhibit A. The subdivided tract shall include the area currently licensed by Ament from PPL, as well as a parking area. Prior to submitting subdivision plans ("Plans") for submission to Martic Township, PPL shall provide a copy of the Plans to Ament for review. PPL shall also provide a legal description of the tract to be transferred to Ament.

3. Closing is contingent upon PPL obtaining final, unappealable subdivision approval for the approximate 1.22-acre tract. Additionally, Closing is contingent upon PPL obtaining final, unappealable approval from FERC to allow the approximate 1.22-acre tract to be removed from the existing FERC designated project area, as well as allowing the Ament Property to be added to the FERC designated project area. The transfer of the 1.22-acre tract to Ament shall be subject to any and all requirements and conditions imposed by FERC in approving the removal of the PPL Property, or a portion thereof, from the FERC designated project area. In addition to any restrictions, conditions and/or requirements required to be part of the deed from PPL to Ament as a condition of the FERC approval or required by PPL under the FERC license, PPL shall also reserve flooding rights over and across the PPL Property in the deed from PPL to Ament.

4. PPL shall be responsible for all costs and expenses incurred with respect to the approvals referenced in Paragraph 3 above, including but not limited to any municipal fees, attorney's fees and recording fees for any required subdivision plans.

5. This agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.

6. Both the PPL Property and the Ament Property are to be conveyed free and clear of all liens, encumbrances, and easements, except as otherwise noted herein and excepting other easements, rights-of-way and restrictions of record or visible upon the properties, and the title to the herein described lot or piece of ground shall be good and marketable and such as will be insured by any reputable title insurance company at the regular rates.

7. Closing shall occur within ninety (90) days after the contingencies in Paragraph 3 are met.

8. Possession is to be given by each of the parties for the properties described herein at the time of Closing by delivery of a special warranty deed. The existing license between PPL and Ament shall remain in full force and effect under its existing terms until Closing or until this Agreement is terminated pursuant to the failure of any of the contingencies set forth herein.

9. At time of Closing, real estate taxes shall be prorated except as set forth in Paragraph 16.

10. All transfer taxes imposed by any governmental body shall be paid by PPL at time of Closing.

11. In the event that either party is unable to give a good and marketable title and such as will be insured by any reputable title insurance company, as above set forth, the grantee party shall have the option of either taking such title as the grantor party can give without abatement of price, or of terminating this agreement. In the latter event, there shall be

no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void.

12. Risk of loss shall remain on the grantor party until final settlement hereunder.

13. The parties hereby represent that they have not utilized the services of any broker in connection with the sale and purchase of this property.

14. Each party agrees to execute and/or deliver to the other party at closing any and all documentation required by the other party's title insurance company or as required by law.

15. Deed preparation and acknowledgment are to be paid by the respective parties in the preparation of the deed transferring ownership of the property currently owned by them. Each party shall be responsible for the cost of title insurance insuring the property which they are receiving pursuant to this Agreement.

16. At time of closing, PPL shall also pay Ament for certain costs and expenses incurred with respect to the Ament Property. The total amount due and payable at the signing of this Agreement is approximately \$30,452.89. PPL agrees to pay to Ament at Closing the aforementioned amount, plus \$700 per month, plus reasonable attorney's fees incurred by Ament. The amount paid by PPL to Ament shall not exceed Forty Thousand and 00/100 Dollars (\$40,000.00). If Closing occurs after September 5th, real property taxes shall be prorated as of September 5, 2009. If Closing does not occur by December 31, 2009, then the maximum amount set forth herein shall no longer be applicable and the parties shall in good faith renegotiate the payment to be made by PPL to Ament at time of Closing to cover expenses incurred by Ament.

17. Final settlement shall be held at a time and location agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

Robert J. Farley
Manager-Real Estate Services of
PPL Services Corporation and
Authorized Agent for PPL Holtwood, LLC

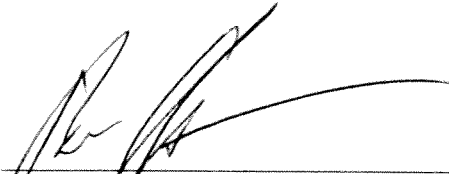
WITNESS:

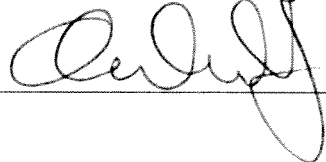
PPL HOLTWOOD, LLC

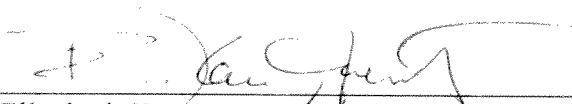
By:  _____

WITNESS:

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Brian Ament

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Elizabeth Karen Ament, also known as E. Karen Ament