astebbins@dauphincounty.gov
Anthea Stebbins
717-599-5438

INDENTURE

This Indenture, made this 8th day of _____, ~~1979~~ 1980, by and between the Fort Hunter Foundation (hereinafter called "Settlor") and the County of Dauphin (hereinafter called "County"), witnesseth that:

WHEREAS, it is the intention of the parties hereto that the real estate and personal property to be transferred under the terms and conditions of this Indenture by Settlor to County shall be held by County in perpetuity to be used for park, recreational and historical purposes so long as the same shall be used in accordance with the terms of this Indenture, and in accordance with the purposes and restrictions set forth in the Charter of the Fort Hunter Foundation, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, for and in consideration of the sum of One ($1.00) Dollar and the undertaking of the County to continue the operations of the museum in accordance with the Charter of Fort Hunter and to supply personnel, materials and maintenance; and to pay rental under conditions hereinafter stated on Page 7 of this Indenture, Settlor hereby grants and conveys to County, in trust, for use for historical, park and recreational purposes in accordance with the terms and conditions of this Indenture all that certain tract or parcel of land situate in Susquehanna Township, Dauphin County, Pennsylvania, known

as the Fort Hunter Museum property, more particularly described in Exhibit "B" hereto.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Settlor, its successors and assigns, in law, equity or otherwise of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the above described premises with the appurtenances under the said County of Dauphin, its successors and assigns, for use for historical, park and recreational purposes in accordance with the terms and the conditions of this Indenture.

Settlor also transfers and grants the personal property set forth on Exhibit "C" hereto and all of the tangible personal property on the premises to the County of Dauphin as Trustee, in trust nevertheless, to be managed, invested and expended in accordance with the terms of this Indenture for the uses and purposes set forth herein.

County, by its acceptance of the above, grants and by the execution of this instrument, agrees to abide by the terms and conditions of this Indenture and to the appointment of trustees to manage the Trusts herein set forth in accordance with the terms of this instrument.

County has inspected the property and agrees to accept the same in its present condition without representation or warranty of any kind from Settlor as to the present condition of the premises.

Legal title to the real estate and personal property shall be held by the County of Dauphin as Trustee, but the management of the said premises and the personal property herein conveyed shall be vested in a Board of Trustees to be appointed as follows:

> Three (3) trustees shall be selected by the County from a list of not less than five (5) names submitted to it by the Friends of Fort Hunter, Inc., provided that in the event no trustee be nominated by the Friends of Fort Hunter, Inc. within forty-five (45) days of written request for the same from the County, then the County shall be free to designate persons to act as trustees free from this restriction.
>
> Three (3) trustees shall be selected by the County Commissioners of the County of Dauphin, or their successors, or designees.

The seventh member of the Board of Trustees shall be selected by the Trustees so selected and shall act as Chairman and shall serve as Chairman not more than two (2) terms.

The terms of the Trustees shall be for a period of three (3) years or until their successors are elected. Subsequent Trustees to replace Trustees nominated by the Friends of Fort Hunter, Inc. shall be selected by the County from a slate of two more nominees than the number of Trustees for such positions to be selected. In the event the County fails to appoint a Trustee within ninety (90) days of the occurrence of a vacancy in office, the majority of the remaining Trustees shall be entitled to appoint a person to fill the vacancy under the same terms and conditions as would have been required of the County to fill such vacancy. The first Trustees in each group shall be selected for one, two and three year terms and those selected for one year terms may serve two additional three year terms. Otherwise, Trustees shall not serve for more than two consecutive terms.

The corpus of the personal property in the Trust shall be maintained as a fund in perpetuity and only the income thereof shall be used for the purposes herein set forth. The following shall be treated as corpus and not as income:

(1) All dividends declared upon corporate stock payable otherwise than in cash.

(2) All profits realized from corporate stock either upon its sale or upon the sale or dissolution of the issuing corporation, or otherwise, irrespective of the form or character of such profits, whether in cash, securities, or otherwise, howsoever.

(3) All shares of stock of whatsoever class or character received by the Trustee in connection with or as part of any reorganization or recapitalization of any corporation or any reclassification of the capital stock of any corporation.

(4) Dividends or receipts from regulated investment companies or any other company or corporation which represent capital gains realized from the sale of securities or property by such company or corporation.

(5) The proceeds from any sale or condemnation of any part of the real estate herein conveyed, but this provision shall not be construed as a right in the Trustees to sell any of the real estate without approval of Court.

The Trustees shall make such rules and regulations as they deem appropriate for the use of said premises, having in mind that the premises have been transferred for use primarily for historical and museum purposes appropriate for the site, and such rules and regulations shall be in conformity with the regulations applicable to Fort Hunter's structures and foundations resulting from its being registered in the National Registry, and in conformity with the regulations of the Pennsylvania Historical Museum Commission by reason of its official recognition of Fort Hunter as a facility of historical significance and in conformity with such rules and regulations as the County of Dauphin may create for the regulation of the conduct of the public at such or similar facilities, including rules or regulations as to conduct of the public which may be promulgated by the Parks and Recreation Department of the County of Dauphin, or any succeeding agency of the County in charge of park and recreational or historical facilities relating to such conduct.

It is further understood and agreed that so long as it shall stand or be restorable, the mansion house and the lands in the premises shall be devoted to the purposes of a museum to display and preserve its architecture and appropriate interior furnishings (of a period of 1745 to 1855) to the public and that

such use and object is the primary purpose of the trusts hereby established. In addition to the primary purpose, it is the intent of this Indenture that the tavern, spring house, ice house and barns be maintained at least as to outward appearances insofar as possible, and expenditures for such purposes may be made by the Trustees.

Should the County occupy buildings, or portions thereof, east of River Road for park and recreation purposes, a reasonable rental shall be paid into the operating funds of the Trustees sufficient to carry the maintenance and operating costs for such buildings.

The Trustees shall manage such funds as come into their hands under this Indenture or by subsequent gifts or bequests by Settlor or others for Fort Hunter, and shall have all the power and duties of Trustees relating to such funds provided that should the County of Dauphin create or designate a public foundation for the investment and management of funds of the County for park, recreational or historical purposes, the Trustees shall turn full control of the management of such funds, and in such event, the Trustees herein provided shall, as to such funds, control only the use and expenditure of the income therefrom.

The Trustees shall review annually plans for the development, restoration and use of the premises, and determine priorities and expenditures of Trust funds in view of funds available for historical and museum purposes and make final decisions on the development, restoration and purposes to be carried out with such funds.

The County and the Trustees agree to keep the premises and the buildings conveyed hereby in good repair and condition fit for museum and recreation purposes, and that the quality of maintenance shall not be less than that given to the contiguous land conveyed to the County.

In the event the Friends of Fort Hunter, Inc. or any other person shall believe that the Trustees or the County have failed to comply with the provisions of this Indenture or the purposes and restrictions of the Charter of the Fort Hunter Foundation, they may petition the Orphans' Court of Dauphin County to require the County or the Trustees to meet the terms and conditions of the Indenture and/or Charter; and County, by acceptance of this Trust, agrees to the jurisdiction of said Court over the properties herein conveyed as having been dedicated to charitable purposes, and in the event it is found that this Indenture has been breached and/or that the terms and conditions of this Indenture and/or the Charter cannot be complied with, the Court may dispose of the properties herein conveyed in such manner as it deems appropriate under the terms and conditions of this Indenture to carry out its intent provided, however, that any personal property remaining in the hands of the Trustees shall be transferred to the recipient of the premises provided that it is then subject to continued use for historical and/or museum purposes at the time of such Order. No action taken by the County or the Trustees shall be deemed a violation of this Indenture or of the purposes or restrictions of the Charter of the Fort Hunter Foundation if such action is taken with the written consent of the Friends of Fort Hunter, Inc.

The County of Dauphin agrees to recognize the Friends of Fort Hunter, Inc. as a supporting organization in the operation of the site and particularly the museum, and agrees not to create another voluntary citizens group for support of the museum without the written consent of the Friends of Fort Hunter, Inc. The County agrees that to obtain funding support from the Friends of Fort Hunter, Inc. for projects to be financed by them, the County shall request funds for a particular project and shall certify to the Friends of Fort Hunter, Inc. that the project could not commence or continue without their support. Upon receipt of such certification, the Friends of Fort Hunter, Inc. may make payments for such projects.

The County herewith requests funds for the following traditional projects and activities. These projects could not commence or continue without the support of the Friends of Fort Hunter, Inc.

(1) Opening Day Ceremonies
(2) Membership Annual Meeting
(3) Walking Tour and Brunch
(4) Fort Hunter Day
(5) Autumn Candlelight Dinner
(6) Christmas at Fort Hunter

or such changes therein as may be agreed to by the County and the Friends of Fort Hunter, Inc. The Friends of Fort Hunter, Inc. shall sponsor these traditional projects, and/or others as may be agreed to from time to time.

The Friends of Fort Hunter, Inc. shall be asked by the County to provide volunteer services at the museum and to develop innovative and historical projects and programs for the museum subject to approval by the Trustees. The Friends of Fort Hunter, Inc. may initiate plans for restoration or programs; secure estimates and present plans and estimates to the Trustees for their approval or rejection. In all events, their activities upon the premises shall be subject to all rules and regulations promulgated by the Trustees in accordance with this Indenture. The Trustees shall have authority to permit such admissions fees as they deem appropriate to be collected and retained by the Friends of Fort Hunter, Inc.

The Trustees shall maintain the present museum (originally the home of Archibald McAllister), and the structures appurtenant to it on both sides of River Road as public historical buildings, but may permit other uses and renovations of the tavern presently containing apartments, the spring house, the stone barn, the large barn on River Road, and the foundation on the south corner of the large barn; provided that any remodeling or restoration of the same shall maintain the historical character of these buildings to outward appearance and buildings used for

non-historical purposes shall bear signs identifying their historical significance. The bed of the Pennsylvania Canal on the site shall be maintained for its historical importance, and, if funds permit, shall be restored to its original character.

The County of Dauphin will adopt by appropriate resolution the provisions of this Indenture to utilize the site in perpetuity for park, recreational and historical purposes, subject to the right of re-entry for condition broken herein set forth. As part of its resolution, the County shall adopt the following:

> "In view of the foresight, dedication and generosity of Margaret Wister Meigs in preserving the Fort Hunter property, the facility shall be named the 'Fort Hunter Park maintained in Memory of Margaret Wister Meigs', and it is agreed that the sculpture designed and executed by the internationally known artist and sculptor, Henry Varnum Poor, shall be preserved in perpetuity on the river side of River Road as a memorial to Margaret Wister Meigs."

The net income from the corpus of the Trust of personal property shall be currently distributable by the Trustees for the purposes herein set forth.

No part of the net earnings of this Trust shall inure or be payable to or for the benefit of any individual and no substantial part of the activities of this Trust shall be the

carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of this Trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign of any candidate for public office.

Notwithstanding any other provision of this Indenture, the Trust shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Notwithstanding any other provision of this Indenture, the Trust shall not engage in any other activities which would give rise to a tax imposed under Sections 4941, 4943, 4944 or 4945 if such Trust were a private foundation.

Notwithstanding any other provision of this Indenture, upon the dissolution or termination of the Trust for any reason the Trustees shall, after making provision for all liabilities of the Trust, dispose of all of the assets of the Trust Estate

exclusively for the purpose of the Trust to the Friends of Fort Hunter, Inc. or if they no longer exist, in such manner or to such organization or organizations willing to undertake to maintain and preserve the property organized and operated exclusively for charitable, historical, educational, and recreational or park purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) and which are described in Section 170(c)(2) and Section 509(a) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Trustees shall determine. Any of the assets not so disposed of shall be disposed of by the Court of Common Pleas of Dauphin County exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

The County is an organization described in Section 170(b)(1)(A)(vi) of the Internal Revenue Code of 1954, and, therefore, it is assumed that the project described in the Indenture is exempt from Federal taxation, can be the recipient of the deductible gifts under Section 170(a), and not considered a private foundation under Section 509 because it organized pursuant to the trust powers of the County. In the alternative,

the Trust, itself, as a supporting organizaton of the County is intended to qualify as an organization described in Section 509(a)(3). The Indenture is also intended to set forth the requisite relationship between the County and the Friends of Fort Hunter, Inc., so that the latter, as a supporting organization of the County, is one described in Section 509(a)(3).

The Indenture may be amended by instrument signed and sealed by five (5) or more Trustees, acknowledged by one of its members and accepted by the Trustees if such an amendment is deemed necessary by the Trustees to conduct the affairs of the Trust in a manner which conforms to the provisions of Section 501(c)(3), Section 509(a)(3) or Section 170(a) of the Internal Revenue Code as now in force or hereafter amended. All instruments amending the Indenture shall be attached to the executed originals held by the Trustees.

The Trustees shall hold and manage the Trust Estate during the existence of this Trust upon the following terms and conditions with the following persons and authorities:

A. To take, hold and retain all or part of the Trust hereby created in the form in which it may be acquired as long as it deems advisable and to receive all the income, increments, rents and profits therefrom;

B. To sell, exchange, partition, lease or otherwise dispose of any property or part thereof, real or personal, which may at any time form part of this Trust Estate (except the real estate herein conveyed) at public or private sale for the purposes

and upon the terms, including sales on credit with or without security, in such manner and at such prices as it may determine, including the right to lease real estate (except for the real estate herein conveyed) for periods in excess of five years and for a term expiring after the termination of the Trust. In the event of a sale, exchange, partition or lease of any of the property of this Trust Estate (except for the real estate herein conveyed) there shall be no liability on the part of the purchaser or purchasers to see to the application of the purchase money, but the same shall be held and disposed of by such purchaser or purchasers, free and clear of any of the provisions of any trust created hereby;

C. To continue any investment which may form a part of this Trust Estate or to invest or reinvest the same in any property, real or personal, of any kind or nature, including stocks, bonds, mortgages, and other securities without being limited or restricted to investments as now or may hereafter be prescribed for Trustee by the laws of the Commonwealth of Pennsylvania or any other state;

D. To cause securities which may from time to time comprise any part of this Trust Estate to be registered in the name of the County of Dauphin, Trustee and the County of Dauphin by acceptance of this Trust hereby irrevocably appoints the Trustees under this Indenture as attorneys-in-fact to transfer such securities on its behalf for the purposes of the Trust, without liability on the part of any transfer agent or purchaser

in dealing with the Trustees herein appointed to deal with such securities;

E. To retain the principal or corpus of any part thereof of this Trust Estate in the form of cash;

F. To vote, in respect to any securities which may at any time form a part of this Trust Estate, upon any proposition or election at any meeting and to grant proxies, discretionary or otherwise; to vote at any such meeting; to join in or become a part of any reorganization, readjustment, merger, voting trust, consolidation or exchange and to deposit any such securities with any committee, depository, trustee or otherwise and to pay out of this Trust Estate any fees, expenses, and assessments incurred in connection therewith; to exercise conversion, subscription or other rights, or to sell or abandon such rights and to receive and hold any new securities issued as a result of such reorganization, readjustment, merger, voting trust, consolidation, exchange or exercise of subscription, conversion or other rights; and generally take all action in respect to any such securities as it might or could do as absolute owner thereof;

G. To divide or distribute, whenever it is required or permitted, this Trust Estate and to make such division or distribution in kind or in money or partly in kind and partly in money, and that for such purposes the judgment of the Trustees as to the value of the different items shall be conclusive and final upon the beneficiaries;

H. To determine, in connection with making investments, whether to amortize premiums in whole or in part;

I. To engage attorneys, investment counsel, accountants, agents, and such other persons as they may deem advisable in the administration of the Trust created hereby and to make such payments therefor as they may deem reasonable and to charge the expenses thereof to income or principal as they may determine and to delegate to such persons any discretion which they may deem proper. The Trustees shall not be liable for any negligence, omission, or wrongdoing of such counsel or agents, providing reasonable care was exercised in their selection;

J. To make reports at least annually to the County and the Friends of Fort Hunter, Inc. setting forth a description of the assets of the Trust and the report to the County shall include a detailed list of the assets and the income produced by such assets, to assist the County in assuring that the Trust

has invested its endowment in assets producing a reasonable rate of return (taking appreciation into account) and has not engaged in any activity which would give rise to liability for a tax imposed under Section 4941, 4943, 4944 or 4945 if the Trust were a private foundation.

ATTEST:

FORT HUNTER FOUNDATION

By

ATTEST:

COUNTY OF DAUPHIN

By

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY

IN RE: ARTICLES OF INCORPORATION OF FORT HUNTER FOUNDATION A Non-Profit Corporation	No. 146	June Term, 1955

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

In compliance with the requirements of an Act of General Assembly of the Commonwealth of Pennsylvania, entitled "Non-Profit Corporation Law", approved the fifth day of May, 1933, P.L. 289, as amended, the undersigned, Spencer G. Hall, James S. Bowman, Ernest S. Burch, James H. Stewart, Jr., and Ralph W. Boyles, Jr., all of whom are residents of the Commonwealth of Pennsylvania and citizens of the United States of America, have associated themselves together for the purposes hereinafter specified, and desiring that they may be incorporated and that a charter issue to them do hereby certify:

FIRST: The name of the proposed Corporation is: FORT HUNTER FOUNDATION:

SECOND: The location and post office address of the said corporation's initial registered office in this Commonwealth is Fifth Floor, Bergner Building, Harrisburg, Dauphin County, Pennsylvania.

THIRD: The purposes for which the said corporation is to be formed are as follows:

Exhibit "A"

To maintain, operate and develop a historical, cultural and educational center at Fort Hunter, Susquehanna and Middle-Paxton Townships, Dauphin County, Pennsylvania regarding early American family life by means of exhibitions of early American furniture, bric-a-brac, art, crafts, et cetera and supplemented by lectures and literature. The foundation will be open to the general public and will be operated for the benefit of the general public. Nominal admission charges will be made on a standard basis to the general public but reduced charges or no charge for admission may be granted to any historical, cultural, or educational organization including student groups from any public or private educational institution. Neither the assets nor any income of the corporation shall inure to the benefit of any member or individual, and any profits from fees, leases or otherwise shall be utilized by the corporation for the advancement of the purposes stated hereinabove, provided, however, that reasonable salaries or wages will be paid to bona fida employees of this corporation and that expenses of directors, officers and members of the Advisory Committee will be paid.

FOURTH: The said corporation does not contemplate any pecuniary gain or profit, incidental or otherwise, to its members.

FIFTH: The term of existence of the proposed corporation is perpetual.

SIXTH: The names and places of residence of the proposed incorporators are as follows:

Spencer G. Hall, 115 Pine Street, Harrisburg, Pennsylvania

James S. Bowman, 1541 State Street, Harrisburg, Pennsylvania

Ernest S. Burch, R.D. #1, Camp Hill, Pennsylvania

James H. Stewart, Jr., 212 East High Street, Lebanon, Penna.

Ralph W. Boyles, Jr., 3011 Locust Lane, Penbrook, Pennsylvania

SEVENTH: The names and addresses of the persons who are to act as directors for the first year or until the election of their

successors respectively are as follows:

Margaret Wister Meigs, 1736 M Street, NW, Washington, D. C.
Arthur Vincent Meigs, 3224 Cathedral Avenue, Washington, D. C.
J. Wister Meigs, 575 Ridge Road, Hamden 17, Connecticut
Mary Roberts Meigs, Wellfleet, Massachusetts
Sarah Meigs Brown, 341 Highland Street, Milton 86, Mass.
Sarah Logan Starr Blain, 3126 Woodley Rd, NW, Washington, D. C.
Spencer G. Hall, 115 Pine Street, Harrisburg, Pennsylvania

EIGHTH: The proposed corporation is to be organized upon a non-stock basis.

NINTH: The assets with which the corporation will start its corporate functions amount of $45,000.00, consisting of real and personal property, title to same to be irrevocably transferred, by deed and/or gift, by Margaret Wister Meigs, to this corporation.

TENTH: The corporation shall have the power to purchase, receive, lease or acquire by gift, appropriation, devise or otherwise, hold use and otherwise deal in personal or real property or assets to enable it to fully accomplish and carry out its corporate purposes. The said corporation shall have power to borrow money, to sell and convey, lease and/or otherwise dispose of all or any part of its property and assets in such manner and upon such terms as may be necessary or convenient for the accomplishment of its proper corporate purposes, as well as to have all other general powers that may be conferred by law, provided, however, that the said corporation shall not have the power to sell that

parcel of real estate situate by the Susquehanna River and public highway adjacent to the east upon which said parcel is situate the Fort Hunter Museum.

ELEVENTH: The Certificate of Registration of the name of the proposed corporation issued by the Department of State is attached hereto and made part hereof, said certificate having been registered wit the Department of State within six months of the date of the application

WITNESS our hands and seals this 14th day of June, 1955

WITNESS:

/s/Virginia Cournoyer	/s/ Spencer G. Hall	(SEA
/s/Virginia Cournoyer	/s/ James S. Bowman	(SEA
/s/Virginia Cournoyer	/s/ James H. Stewart, Jr.	(SEA
/s/Virginia Cournoyer	/s/ Ernest S. Burch	(SEA
/s/Virginia Cournoyer	/s/ Ralph W. Boyles, Jr.	(SEA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF DAUPHIN) SS:

Before me, the subscriber, a Notary Public in and for said Commonwealth and County, personally appeared SPENCER G. HALL, JAMES S. BOWMAN, and ERNEST S. BURCH, being three of the subscribers of the foregoing Articles of Incorporation of Fort Hunter Foundation, and in due form of law acknowledged the same to be their and each of their act and deed, according to the Act of Assembly in such cases made and provided.

WITNESS My hand and Notarial Seal this 14th day of June, 1955.

/s/ Fae P. Eyster
Notary Public

My Commission Expires: May 14, 1959

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY

June Term, 1955

IN RE:

ARTICLES OF INCORPORATION OF

FORT HUNTER FOUNDATION

A Non-Profit Corporation

No. 146

DECREE OF INCORPORATION

AND NOW, this 12 day of July, 1955, an application for Charter and Articles of Incorporation of FORT HUNTER FOUNDATION under the "Non-Profit Corporation Law" approved May 5th, 1933, having been presented for approval to the Court, accompanied by proof of publication of the notice of such application and a Certificate from the Department of State, showing the registration of the proposed corporate name, as required by law, the Court hereby finds the same to be in proper form and within the provisions and requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania, known as the "Non-Profit Corporation Law", approved May 5th, 1933, and that the purposes of the proposed corporation appear to be lawful and not injurious to the community. It is therefore

ORDERED AND DECREED that the Articles of Incorporation of FORT HUNTER FOUNDATION be and the same are hereby approved, and th upon the recording of the said Articles and this Order the subscrib thereto and their associates and successors shall be a body politi corporate in deed and in law by the name of FORT HUNTER FOUNDATIO -- exist perpetually and shall be invested with and have

enjoy all the power, privileges and franchises incident to a non-profit corporation and be subject to all the duties, requirements and restrictions specified and enjoined in and by the "Non-Profit Corporation Law" and all the other applicable laws of this Commonwealth.

BY THE COURT

/s/ Homer L. Kreider
J.

July 12, 1955

I hereby certify that the foregoing is a true and correct copy of the original filed to No. 146 June Term, 1955.

/s/ Miles B. Zimmerman Dr.
Prothonotary

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY

IN RE:	)	June Term, 1955
ARTICLES OF INCORPORATION OF	)	
FORT HUNTER FOUNDATION	)	
A Non-Profit Corporation	)	No. 146

RECORDED in the Office for the Recording of Deeds in and for the County of Dauphin, in CHARTER BOOK "U" ~~No~~ PAGE 39.

WITNESS my hand and seal of office this 12 day of July, 1955.

_____

EXHIBIT "B"

BEGINNING at a point in the center line of Fishing Creek and the center line of U.S. Route 22; thence along the various courses and distances of said creek and generally South fifty-four (54) degrees eleven (11) minutes West two hundred thirty (230) feet more or less to the mouth of said creek at the Susquehanna River; thence down the Susquehanna River by its several courses and distances and generally South seven (7) degrees forty-six (46) minutes West one hundred fifty-three and three one-tenths (153.3) feet more or less to a point; thence continuing down said River South eighteen (18) degrees ten (10) minutes East four hundred seventy-one and seven one-tenths (471.7) feet more or less to a point along other lands of Grantors herein; thence North sixty-seven (67) degrees forty-five (45) minutes East along other lands of Grantors herein three hundred forty-eight (348) feet more or less to a point in the center line of U.S. Route 22; thence northwardly along the center line of U.S. Route 22 one hundred (100) feet to a point; thence along other lands of Grantors herein North sixty-seven (67) degrees forty-five (45) minutes East three hundred seven (307) feet more or less to a point; thence along other lands of Grantors herein North one (1) degree thirty (30) minutes East five hundred twenty-five (525) feet to a point on the property line now or formerly of Abraham Ream's heirs; thence along said Ream lands South eighty-six (86) degrees twenty-nine (29) minutes West one hundred twenty (120) feet to a point on the Eastern side of a road known as Fishing Creek Road; thence along the same North sixty-seven (67) degrees twenty-eight (28) minutes West two hundred thirty-one (231) feet more or less to a point in Fishing Creek; thence down Fishing Creek its various courses and distances and generally South seventy-two (72) degrees five (5) minutes West one hundred forty-one and three one-tenths (141.3) feet; thence along the same and generally South thirteen (13) degrees West one hundred (100) feet to a point; thence along the same and generally South fifty-four (54) degrees eleven (11) minutes West eighty-seven and seven one-tenths (87.7) feet more or less to a point the place of BEGINNING.

SCHEDULE OF SECURITIES

NO. OF SHARES	NAME
1000	American Electric Power Co., Inc.
548	American Tel. & Tel. Co.
300	E. I. DuPont deNemours & Co.
666	Exxon Corporation
136	General Motors Corporation
602	Madison Fund, Inc.
476	Manufacturers Hanover Corp.
819	Norfolk & Western Ry. Co.
400	Pennwalt Corporation
750	Public Service Co. of Ind.
1000	Realty & Mortgage Investors of the Pacific
500	Tenneco, Inc.

COMMONWEALTH OF ~~PENNSYLVANIA~~ MASSACHUSETTS)
: SS.
COUNTY OF ~~DAUPHIN~~ BARNSTABLE)

On this, the 8th day of July, 1979, before me, a Notary Public, the undersigned officer, personally appeared J. Wister Meigs, who acknowledged himself to be the President of Fort Hunter Foundation, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as President.

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

Janet M Cannon

Notary Public
Title of Officer
My commission expires 4/16/82