

Penelec / GPU

Pennsylvania Electric Company
1001 Broad Street
Johnstown Pennsylvania 15907
814 536-6611

11733

RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

11733A-
RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

Attention: Secretary

Dear Sir:

0-120A020
No.
Date **APR 29 1980**
Fee \$ **340.00**
ICC Washington, D. C.

RECEIVED
APR 29 9 18 AM '80
FEE OPERATION BR.
I. C. C. - ON BR.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

- Mortgage Document: Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 and the 30 Supplemental Indentures thereto listed on Schedule A attached hereto
- Mortgagor: Pennsylvania Electric Company
1001 Broad Street
Johnstown, PA 15907
- Mortgagee: Bankers Trust Company, Trustee
16 Wall Street
New York, NY 10015

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

~~_____~~
(Handwritten signature)

Matched with Book
Original to Legging for
30 Suppl x 1 Bond

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,


J. A. Poole
Vice President,
Technical

Encls.

11733/A
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APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the District of Columbia, do certify as follows: (1) I have examined the attached conformed copy of the Supplemental Indenture dated as of *JUNE 1, 1946* to Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

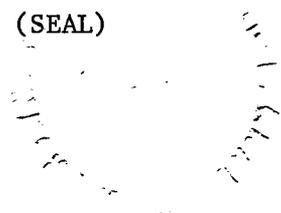
Witness my hand and seal this 28th day of April, 1980.

Benedette K. Brown

Notary Public

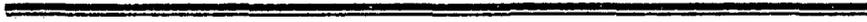
My Commission Expires October 17, 1980

(SEAL)



11733 A
RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM
INTERSTATE COMMERCE COMMISSION



PENNSYLVANIA ELECTRIC COMPANY

AND

BANKERS TRUST COMPANY,
TRUSTEE



Supplemental Indenture
(First Mortgage Bonds, 2 3/4% Series Due 1976)



DATED AS OF JUNE 1, 1946



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SUPPLEMENTAL INDENTURE, dated as of the first day of June, 1946, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the Trustee), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the Original Indenture), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Original Indenture, and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and the said Original Indenture has been supplemented by supplemental indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, and October 25, 1945, respectively; which Original Indenture as so supplemented is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Original Indenture and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company by appropriate corporate action in conformity with the terms of the said Original Indenture has duly determined to create a series of bonds to be designated as "First Mortgage Bonds, 2¾% Series Due 1976" (hereinafter sometimes

referred to as the "1976 Series Bonds" or the "bonds of the 1976 Series"), which said bonds of the 1976 Series, and the interest coupons to be attached to the coupon bonds of said series, are to be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF THE 1976 SERIES]
PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

2¾% Series Due 1976

No.....

Due June 1, 1976

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered as to principal, to the registered holder hereof, on June 1, 1976, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from June 1, 1946, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of two and three-quarters per centum (2¾%) per annum, payable semi-annually on June 1 and December 1 of each year, but only upon presentation and surrender of the coupons for such interest instalments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 2¾% Series due 1976, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage) dated

as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding. Any such consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1976 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1976 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in

default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1976 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the following redemption prices (expressed in percentages of the principal amount): to and including May 31, 1947 at 104%; thereafter to and including May 31, 1951 at 103½%; thereafter to and including May 31, 1955 at 103%; thereafter to and including May 31, 1959 at 102½%; thereafter to and including May 31, 1963 at 102%; thereafter to and including May 31, 1967 at 101½%; thereafter to and including May 31, 1971 at 101%; thereafter to and including May 31, 1975 at 100½%; and thereafter at 100%; together in each case with accrued interest to the redemption date.

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the office or agency of the Company in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by

delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto.

Dated, June 1, 1946.

PENNSYLVANIA ELECTRIC COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1976 SERIES]

\$13.75

No.....

On the first day of, unless the bond herein-
after mentioned shall have been called for previous redemption and
payment of the redemption price thereof shall have been duly pro-
vided for, PENNSYLVANIA ELECTRIC COMPANY will pay to bearer at its
office or agency in the Borough of Manhattan, The City of New York,
Thirteen and 75/100 Dollars (\$13.75) in such coin or currency of the
United States of America as at the time of payment shall be legal
tender for public and private debts, as specified in its First Mortgage
Bond, 2¾% Series due 1976, No., being six months' in-
terest then due on said bond. This coupon shall be treated as
negotiable.

.....
Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1976 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$.....

2¾% Series Due 1976

No.....

Due June 1, 1976

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Common-
wealth of Pennsylvania (hereinafter called the Company), for value
received, hereby promises to pay to
or registered assigns, on June 1, 1976, at the office or agency of
the Company in the Borough of Manhattan, The City of New York,
..... Dollars in such coin or
currency of the United States of America as at the time of payment
shall be legal tender for public and private debts, and to pay interest
thereon, semi-annually on June 1 and December 1 of each year, at the
rate of two and three-quarters per centum (2¾%) per annum, at said
office or agency in like coin or currency, from the first day of June or
December, as the case may be, to which interest has been paid preced-
ing the date hereof (unless the date hereof is a June 1 or December 1
on which interest has been paid, in which case from the date hereof,
or unless the date hereof is prior to December 1, 1946, in which case
from June 1, 1946), until this bond shall mature, according to its
terms or on prior redemption or by declaration or otherwise, and at
the highest rate of interest borne by any of the bonds outstanding
under the Mortgage hereinafter mentioned from such date of maturity
until this bond shall be paid or the payment hereof shall have been
duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, $2\frac{3}{4}\%$ Series due 1976, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all bonds then outstanding. Any such consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this

bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1976 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1976 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1976 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the following redemption prices (expressed in percentages of the principal amount): to and including May 31, 1947 at 104%; thereafter to and including May 31, 1951 at 103½%; thereafter to and including May 31, 1955 at 103%; thereafter to and including May 31, 1959 at 102½%; thereafter to and including May 31, 1963 at 102%; thereafter to and including May 31, 1967 at 101½%; thereafter to and including May 31, 1971 at 101%; thereafter to and including May 31, 1975 at 100½%; and thereafter at 100%; together in each case with accrued interest to the redemption date.

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable, at maturity or upon redemption or otherwise, and shall comply with the other provisions of the

Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof,

to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated,

PENNSYLVANIA ELECTRIC COMPANY,

By.....
President.

Attest:

.....
Secretary.

and

WHEREAS, all acts and things prescribed by law and by the charter and By-Laws of the Company necessary to make the bonds of the 1976 Series when executed by the Company and authenticated by the Trustee, as in the Original Indenture provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the said Original Indenture, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, and to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clause thereof, and to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of the bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of the bonds, and to set forth the terms and provisions of any series of bonds to be issued and the form of the bonds and coupons of such series; and the Company since the date of the Original Indenture has acquired additional property including all of the franchises and property of Pennsylvania Edison Company; and it is desired to add certain further covenants, restrictions and conditions for the protection of the mortgaged and pledged property and the holders of the bonds, as provided in Article II hereof, which the Board of Directors of

the Company and the Trustee consider to be for the protection of the holders of the bonds; and the Company desires to issue bonds of the 1976 Series; and the Company and the Trustee therefore deem it advisable to enter into this Supplemental Indenture in the form and terms hereof; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

NOW, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the performance and observance of all the covenants and conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture, contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensembling and delivery hereof, and other valuable considerations, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the following described properties of the Company, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is in the Original Indenture or in any indenture supplemental thereto, includ-

ing this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, gas generating plants, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, gas distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, coal mines, other mineral land mining rights and privileges, coal storage yards, and pole yards now or hereafter owned by the Company, including all electric works, power houses, generators, turbines, boilers, engines, furnaces, retorts, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, gas works, pipes, pipe lines, mains, pipe fittings, valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks, switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, gas, steam and hot water, now or hereafter owned by the Company, together with all furniture and fixtures located in the aforesaid buildings, and all land now or hereafter owned by the Company on which the same or any part thereof are situated, and all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands now or hereafter owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works, and all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes,

easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same now or hereafter owned by the Company, and all of the other property, real, personal or mixed, now or hereafter owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used or enjoyed in connection therewith or in any wise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and wherever situated, and all of the Company's presently held or hereafter acquired right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto, and all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private, and (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described, and, as to all of the foregoing, whether now owned by the Company or hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land situate as hereinafter set forth and owned by the Company and buildings and improvements thereon erected and owned by the Company, and whether used or not used in connection with the Company's operations, all of which real estate was conveyed to the Company or its predecessors in title as hereinafter set forth by the following conveyances to which reference is made for a more particular description, to wit:

ALL THOSE CERTAIN parcels of land conveyed by Pennsylvania Edison Company to Pennsylvania Electric Company by deed of recent date and recorded in the Offices of the Recorders of Deeds in and for the Counties of Bedford, Blair, Cambria, Cumberland, Franklin, Huntingdon and Mifflin, Pennsylvania, in Deed Books prior to the recording of this Supplemental Indenture, said parcels being as follows:

BEDFORD COUNTY, PENNSYLVANIA.

(1) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by A. O. Hamilton and Rebecca F. Hamilton, his wife, to Penn Central Light and Power Company by deed dated July 30, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 193 page 7; EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Penn Central Light and Power Company by quitclaim deed, to the Commonwealth of Pennsylvania dated November 27, 1933, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 208 page 485.

(2) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Mary V. Carberry, widow, and Lola M. Carberry, a single woman, to Penn Central Light and Power Company by deed dated September 10, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 189 page 473; and by deed of Donald W. Carberry and Margaret V. Carberry, minors, by Guardian, to Penn Central Light and Power Company dated September 10, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 189 page 475.

(3) ALL THAT CERTAIN parcel of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Lewis A. Garlock and Arinda C. Garlock, his wife, to Penn Central Light and Power Company by deed dated August 10, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 193 page 5; EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Penn Central Light and Power Company by quitclaim deed, to the Commonwealth of Pennsylvania dated November 27, 1933, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 208 page 485.

(4) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent con-

veyed by the School District of Liberty Township, Bedford County, Pennsylvania, to Penn Central Light and Power Company by deed dated July 23, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 193 page 1.

(5) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Charles M. Hile and Ida Hile, his wife, to Penn Central Light and Power Company by deed dated December 11, 1923, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 169 page 495.

(6) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Elmer C. Hooper and Blanche Hooper, his wife, to Penn Central Light and Power Company by deed dated August 20, 1928, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 189 page 471.

(7) ALL THOSE CERTAIN parcels of land situate in the Borough of Bedford, County of Bedford, Pennsylvania, as and to the extent conveyed by Bedford Electric Light, Heat and Power Company, to Penn Central Light and Power Company by deed dated May 1, 1927, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 193 page 9.

(8) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Bedford, Pennsylvania, as and to the extent conveyed by Daniel I. Frederick and Lenore M. Frederick, his wife, to Pennsylvania Edison Company by deed dated September 20, 1945, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 234 page 201.

(9) ALL THAT CERTAIN parcel of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Mary V. Carberry, widow, Lola M. Carberry, a single woman, Margaret V. Carberry, a single woman, Nora C. Cypher and John D. Cypher, her husband, to Pennsylvania Edison Company by deed dated October 30, 1937, and recorded in the Office of the Recorder

of Deeds in and for Bedford County, Pennsylvania, in Deed Book 216 page 231.

(10) ALL THOSE CERTAIN parcels of land situate in the Borough of Everett, County of Bedford, Pennsylvania, as and to the extent conveyed by Everett Light, Heat and Power Company, to Penn Central Light and Power Company by deed dated May 1, 1929, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 193 page 12.

(11) ALL THAT CERTAIN parcel of land situate in the Township of King, County of Bedford, Pennsylvania, as and to the extent conveyed by National Electric Power Company to Penn Central Light and Power Company by deed dated July 17, 1930, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 197 page 271.

(12) ALL THOSE CERTAIN parcels of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by John E. Zimmerman and Sarah A. F. Zimmerman, his wife, to Penn Central Power Company by deed dated July 15, 1922, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 164 page 131; EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Penn Central Light and Power Company by quitclaim deed, to the Commonwealth of Pennsylvania dated November 17, 1933, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 208 page 485; ALSO EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land containing 49/100's of an acre, being the 11th parcel conveyed by John E. Zimmerman and Sarah A. F. Zimmerman, his wife, to Penn Central Power Company as above set forth.

(13) ALL THOSE CERTAIN parcels of land situate in the Townships of Broad Top and Liberty, County of Bedford, Pennsylvania, and in the Township of Carbon, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Kay Coal Mining Company to Penn Central Power Company by deed dated June 12, 1923, and recorded in the Office of the Recorder of Deeds in and for Bedford County,

Pennsylvania, in Deed Book 166 page 493, and in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book S No. 6 page 308; EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Penn Central Light and Power Company by deed dated November 19, 1926 to Broad Top Township School District, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 183 page 92; ALSO EXCLUDING THEREFROM certain underlying seams of coal with the right to mine and remove the same as and to the extent conveyed by Pennsylvania Edison Company to Wilday I. Grace, *et al*, by deed dated June 18, 1945, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 233 page 556; ALSO EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Pennsylvania Edison Company to William W. Reed by deed dated August 20, 1945, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 233 page 433.

BLAIR COUNTY, PENNSYLVANIA.

ALL THOSE CERTAIN parcels of land situate in the County of Blair, Pennsylvania, as and to the extent conveyed by Penn Central Light and Power Company to Penn Central Light and Power Company by deed dated October 30, 1925, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 244 page 3, as well as to the extent conveyed to the grantees hereinafter referred to by the respective grantors as set forth in the following itemization; INCLUDING, without limiting the generality of the foregoing, the following:

(1) ALL THOSE CERTAIN parcels of land situate in the Township of Snyder, County of Blair, Pennsylvania, as and to the extent conveyed by Regina Wharton, *et vir.*, to Penn Central Light and Power Company by deed dated September 2, 1927, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 363 page 597.

(2) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by McVey-Faris Company to Penn Central Light and Power

Company by deed dated September 3, 1924, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 325 page 508.

(3) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by F. L. Dale and Alice L. Dale, his wife, to Penn Central Light and Power Company by deed dated October 16, 1925, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 342 page 656.

(4) ALL THAT CERTAIN parcel of land situate in the Borough of Tyrone, County of Blair, Pennsylvania, as and to the extent conveyed by J. H. Shearer, Trustee, and Lurline B. Shearer, his wife, to Penn Central Light and Power Company by deed dated May 11, 1934, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 417 page 495.

(5) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Joseph B. Hileman, by Assignees to Penn Central Light and Power Company by deed dated October 30, 1911, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 230 page 151.

(6) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Gregorio Merilli, *et ux* to Penn Central Light and Power Company by deed dated October 15, 1932, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 408 page 515.

(7) ALL THAT CERTAIN parcel of land situate in the Township of Frankstown, County of Blair, Pennsylvania, as and to the extent conveyed by B. F. Bice, *et ux* to Penn Central Light and Power Company by deed dated February 14, 1914, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 222 page 640.

(8) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent con-

veyed by William S. Brantner, *et ux* to Penn Central Light and Power Company by deed dated November 26, 1913, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 222 page 48.

(9) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Rose Oesterle, widow, and Herman Edward Oesterle, unmarried, to Penn Central Light and Power Company by deed dated February 1, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 541.

(10) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Jacob C. Filer, unmarried, to Penn Central Light and Power Company by deed dated December 5, 1932, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 61.

(11) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Ellsworth Robertson, unmarried, to Penn Central Light and Power Company by deed dated April 12, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 414 page 215.

(12) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by John W. Bush, *et ux.* to Penn Central Light and Power Company by deed dated January 27, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 431.

(13) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by William H. Peck and Annie Filer Peck, his wife, to Penn Central Light and Power Company by deed dated December 12, 1932, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 225.

(14) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent con-

veyed by Michael Leidel, *et ux* to Penn Central Light and Power Company by deed dated November 25, 1932, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 411 page 671.

(15) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Lafayette Bush and Margaret Bush, his wife, to Penn Central Light and Power Company by deed dated January 28, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 433.

(16) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Jennie Goss, Widow, to Penn Central Light and Power Company by deed dated January 25, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 467.

(17) ALL THOSE CERTAIN parcels of land situate in the Township of Logan and City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by James N. and Annie M. Conroy to Penn Central Light and Power Company by deed dated December 21, 1932, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 413 page 145.

(18) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Nunzio Iacovelli and Annunziata Iacovelli, his wife, to Penn Central Light and Power Company by deed dated July 12, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 415 page 91.

(19) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Ernst Ruth and John Cree, Trustees for The Baker Estates to Penn Central Light and Power Company by deed dated January 11, 1933, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 408 page 630.

(20) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by Central Trust Company of Altoona, Pennsylvania, Trustee to Penn Central Light and Power Company by deed dated April 29, 1921, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 282 page 427.

(21) ALL THOSE CERTAIN parcels of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by Thomas C. Hare and Louise K. Hare, his wife, to Penn Central Power and Transmission Company by deed dated August 1, 1913, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 221 page 220; AND by deed of correction from Henry Fay, *et al* to Penn Central Power and Transmission Company dated August 21, 1916, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 244 page 167.

(22) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated July 5, 1911, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 218 page 223.

(23) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Edison Company by deed dated April 7, 1944, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 488 page 443.

(24) ALL THOSE CERTAIN parcels of land situate in the Townships of Logan and Snyder, County of Blair, Pennsylvania, as and to the extent conveyed by J. Walter Bell to Lewistown Light, Heat and Power Company by deed dated April 2, 1910, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 194 page 271.

(25) ALL THOSE CERTAIN parcels of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent con-

veyed by J. Foster Meck to Juniata Water and Water Power Company by deed dated July 20, 1908, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 218 page 329.

(26) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by David E. Wilson *et ux* to Penn Central Light and Power Company by deed dated October 13, 1925, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 343 page 508.

(27) ALL THOSE CERTAIN parcels of land situate in the Township of Allegheny, County of Blair, Pennsylvania, as and to the extent conveyed by J. K. Shoenfelt and Jennie Shoenfelt, his wife to The Penn Central Light and Power Company by deed dated February 7, 1931, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 399 page 175.

(28) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by William F. Hutchinson, *et ux* to Penn Central Light and Power Company by deed dated July 5, 1924, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 324 page 216.

(29) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Altoona and Logan Valley Electric Railway Company to Penn Central Light and Power Company by deed dated September 30, 1925, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 334 page 574.

(30) ALL THAT CERTAIN parcel of land situate in the Township of Freedom, County of Blair, Pennsylvania, as and to the extent conveyed by Chalmer L. Decker, *et ux.* to Penn Central Light and Power Company by deed dated September 26, 1929, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 390 page 17.

(31) ALL THAT CERTAIN parcel of land situate in the Township of Allegheny, County of Blair, Pennsylvania, as and to the extent conveyed by Erma Stiffler, Widow, *et al.*, to Penn Central Light and Power Company by deed dated June 29, 1923, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 322 page 3.

(32) ALL THAT CERTAIN parcel of land situate in the Township of Allegheny, County of Blair, Pennsylvania, as and to the extent conveyed by Aaron Klevansky and Lillie Klevansky, his wife, to Penn Central Light and Power Company by deed dated May 23, 1930, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 392 page 149.

(33) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Annie E. Mower, single, to Penn Central Light and Power Company by deed dated February , 1927, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 359 page 187.

(34) ALL THAT CERTAIN parcel of land situate in the Township of Allegheny, County of Blair, Pennsylvania, as and to the extent conveyed by Louis Eugene Stiffler, single, *et al* to Penn Central Light and Power Company by deed dated February 26, 1930, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 395 page 50.

(35) ALL THOSE CERTAIN parcels of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Calvin T. Ray and Robert T. Cheesman to Penn Central Light and Power Company by deed dated July 17, 1931, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 402 page 666.

(36) ALL THAT CERTAIN parcel of land situate partly in the Borough of Hollidaysburg and partly in the Township of Blair, County of Blair, Pennsylvania, as and to the extent conveyed by Pennsylvania Railroad Company to Hollidaysburg Electric Light and Power Company by deed dated February 28, 1911, and recorded in

the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 203 page 44.

(37) ALL THAT CERTAIN parcel of land situate in the Borough of Hollidaysburg, County of Blair, Pennsylvania, as and to the extent conveyed by Alexander M. Lloyd, by Executor, to Hollidaysburg Electric Light and Power Company by deed dated July 8, 1892, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 93 page 612; AND by deed of Ross H. Cunningham, *et ux* to Hollidaysburg Electric Light and Power Company, dated July 13, 1896; and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 135 page 56; AND by deed of R. H. Cunningham, *et ux.* to Hollidaysburg Electric Light and Power Company dated July 8, 1892, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 93 page 619.

(38) ALL THAT CERTAIN parcel of land situate in the Borough of Hollidaysburg, County of Blair, Pennsylvania, as and to the extent conveyed by The Atlantic Refining Company to Pennsylvania Edison Company by deed dated February 18th, 1944, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 489 page 23.

(39) ALL THAT CERTAIN parcel of land situate in the Township of Greenfield, County of Blair, Pennsylvania, as and to the extent conveyed by Russell Roscoe Weyandt, unmarried, to Pennsylvania Edison Company by deed dated July 15, 1941, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 460 page 373.

(40) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Paul H. Faris, *et ux.* to Pennsylvania Edison Company by deed dated May 27, 1940, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 452 page 519.

(41) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent con-

veyed by Clara J. Pugh, widow, to Penn Central Light and Power Company by deed dated September 16, 1921, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 292 page 262.

(42) ALL THAT CERTAIN parcel of land situate in the Township of Taylor, County of Blair, Pennsylvania, as and to the extent conveyed by Jacob S. Kauffman, *et ux.* to Penn Central Light and Power Company by deed dated October 29, 1924, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 329 page 126.

(43) ALL THOSE CERTAIN parcels of land situate in the Township of Taylor, County of Blair, Pennsylvania, as and to the extent conveyed by John R. Bassler and Edith G. Bassler, his wife, to Penn Central Light and Power Company by deed dated June 15, 1931, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 400 page 369.

(44) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Jacob Silverman, unmarried, and Isaac Silverman, unmarried, to Penn Central Light and Power Company by deed dated July 1, 1926, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 349 page 251.

(45) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Theo. H. Wigton and Mary B. Wigton, his wife, and Josiah D. Hicks and Josie F. Hicks, his wife, to The Edison Electric Illuminating Company by deed dated July 3, 1894, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 102 page 436.

(46) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Sarah A. Hutchison, *et al.* to Citizens Electric Light, Heat and Power Company by deed dated September 1, 1902, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 138 page 172.

(47) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Sarah A. Hutchison, Executrix, to Citizens Electric Light, Heat and Power Company by deed dated September 1, 1902, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 137 page 402.

(48) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by James Hutchison, by Executrix, to Citizens Electric Light, Heat and Power Company by deed dated September 11, 1902, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 137 page 405.

(49) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by George W. Metzgar to Citizens Electric Light, Heat and Power Company by deed dated September 12, 1902, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 137 page 395.

(50) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by William Stoke, *et ux.* to Citizens Electric Light, Heat and Power Company by deed dated September 12, 1902, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 138 page 174.

(51) ALL THAT CERTAIN parcel of land situate in the Township of Catherine, County of Blair, Pennsylvania, as and to the extent conveyed by George G. Patterson to Penn Central Light and Power Company by deed dated December 7, 1912, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 213 page 302.

(52) ALL THAT CERTAIN parcel of land situate in the Borough of Martinsburg, County of Blair, Pennsylvania, as and to the extent conveyed by Cove Electric Company to Penn Central Light and Power Company by deed dated October 14, 1927, and recorded in the Office

of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 364 page 565.

(53) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by G. E. Simpson, *et ux.* to Williamsburg Electric Company by deed dated September 8, 1913, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 219 page 652

(54) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by Robert Norris, *et ux.* to Williamsburg Electric Company by deed dated June 7, 1916, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 304 page 340.

(55) ALL THAT CERTAIN parcel of land situate in the Township of Catherine, County of Blair, Pennsylvania, as and to the extent conveyed by John B. Robeson, *et ux.* to Raystown Water Power Company by deed dated June 20, 1918, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book 256 page 62.

CAMBRIA COUNTY, PENNSYLVANIA.

(34) ALL THAT CERTAIN parcel of land situate in the Township of Cresson, County of Cambria, Pennsylvania, as and to the extent conveyed by Clearfield Bituminous Coal Corporation to Penn Central Power Company by deed dated October 24, 1922, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 362 page 386; EXCLUDING THEREFROM ALL THAT CERTAIN right-of-way as and to the extent conveyed by Penn Central Light and Power Company to Keystone Pipeline Company by deed dated September 9, 1935, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 463 page 188.

(35) ALL THAT CERTAIN parcel of land situate in the Township of Cresson, County of Cambria, Pennsylvania, as and to the extent con-

veyed by J. H. Shearer, *et ux.* to Penn Central Power Company by deed dated May 28, 1923, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 378 page 114.

(36) ALL THOSE CERTAIN parcels of land situate in the Town of Nanty-Glo, Township of Blacklick, County of Cambria, Pennsylvania, as and to the extent conveyed by M. B. Nairn, *et ux.* to Jackson Light, Heat and Power Company by deed dated July 7, 1911, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 236 page 253.

(37) ALL THAT CERTAIN parcel of land situate in the Borough of Spangler, County of Cambria, Pennsylvania, as and to the extent conveyed by The Spangler Improvement Company to Penn Central Light and Power Company by deed dated July 22, 1920, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 318 page 438.

(38) ALL THAT CERTAIN parcel of land situate in the Township of Cambria, County of Cambria, Pennsylvania, as and to the extent conveyed by Frank H. Fisher, *et ux.* to Penn Central Light and Power Company by deed dated May 3, 1937, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 477 page 423.

(39) ALL THAT CERTAIN parcel of land situate in the Township of Portage, County of Cambria, Pennsylvania, as and to the extent conveyed by Cambria Mining and Manufacturing Company to Penn Central Light and Power Company by deed dated December 18, 1929, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 439 page 14.

(40) ALL THAT CERTAIN parcel of land situate in the Township of Barr, County of Cambria, Pennsylvania, as and to the extent conveyed by J. R. Nicholson, *et ux.* to Penn Central Light and Power Company by deed dated August 30, 1924, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 391 page 37.

(41) ALL THAT CERTAIN parcel of land situate in the Township of Susquehanna, County of Cambria, Pennsylvania, as and to the extent conveyed by Albert Sherwin, *et ux, et al.*, to Barnesboro-Spangler Electric Light Company by deed dated July 18, 1925, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 431 page 173.

(42) ALL THAT CERTAIN parcel of land situate in the Township of Susquehanna, County of Cambria, Pennsylvania, as and to the extent conveyed by Barnes & Tucker Company to Barnesboro-Spangler Electric Light Company by deed dated April 30, 1929, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 398 page 404.

(43) ALL THAT CERTAIN parcel of land situate in the Township of Susquehanna, County of Cambria, Pennsylvania, as and to the extent conveyed by John Barnes, Executor of the last Will and Testament of Thomas Barnes, deceased, to Barnesboro-Spangler Electric Light Company by deed dated April 30, 1929, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 423 page 130.

(44) ALL THAT CERTAIN parcel of land situate in the Township of Susquehanna, County of Cambria, Pennsylvania, as and to the extent conveyed by Clara Johnston to Barnesboro-Spangler Electric Light Company by deed dated April 2, 1925, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 396 page 301.

(45) ALL THAT CERTAIN parcel of land situate in the Township of Susquehanna, County of Cambria, Pennsylvania, as and to the extent conveyed by John Barnes, Executor and Trustee of the last Will and Testament of Thomas Barnes, deceased, to Barnesboro-Spangler Electric Light Company by deed dated December 6, 1918, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 281 page 634.

(46) ALL THAT CERTAIN parcel of land situate in the Township of Summerhill, County of Cambria, Pennsylvania, as and to the extent conveyed by Julia Connelly to Penn Central Light and Power Com-

pany by deed dated May 1, 1912, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 244 page 128.

(47) ALL THOSE CERTAIN parcels of land situate partly in the Borough of Ebensburg and partly in the Township of Cambria, County of Cambria, Pennsylvania, as and to the extent conveyed by Ebensburg Light, Heat and Power Company to Penn Central Power Company by deed dated January 31, 1924, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 379 page 90.

(48) ALL THAT CERTAIN parcel of land situate in the Township of Washington, County of Cambria, Pennsylvania, as and to the extent conveyed by R. L. George to Penn Central Light and Power Company by deed dated December 12, 1921, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 335 page 502.

(49) ALL THAT CERTAIN parcel of land situate in the Township of Washington, County of Cambria, Pennsylvania, as and to the extent conveyed by R. L. George to Penn Central Light and Power Company by deed dated September 26, 1921, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 361 page 127.

(50) ALL THAT CERTAIN parcel of land situate in the Township of Washington, County of Cambria, Pennsylvania, as and to the extent conveyed by R. L. George to Penn Central Light and Power Company by deed dated July 12, 1912, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 244 page 277.

(51) ALL THAT CERTAIN parcel of land situate in the Borough of Patton, County of Cambria, Pennsylvania, as and to the extent conveyed by Northern Cambria Light, Heat and Power Company to Penn Central Light and Power Company by deed dated November 27, 1916, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 282 page 193.

(52) ALL THAT CERTAIN parcel of land situate in the Township of Croyle, County of Cambria, Pennsylvania, as and to the extent conveyed by J. W. Stineman *et al* to Penn Central Light and Power Company by deed dated November 8, 1911, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 239 page 328; and by deed of The Johnstown Trust Company, Guardian of Ethyl E. Pringle, *et al.*, to Penn Central Light and Power Company dated January 17, 1912, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 241 page 72.

(53) ALL THAT CERTAIN parcel of land situate in the Borough of Barnesboro, County of Cambria, Pennsylvania, as and to the extent conveyed by Madeira-Hill Coal Mining Company to Penn Central Light and Power Company by deed dated June 18, 1930, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 423 page 291.

(54) ALL THAT CERTAIN parcel of land situate in the Township of Barr, County of Cambria, Pennsylvania, as and to the extent conveyed by Thomas V. Dumm, *et ux.*, to Penn Central Light and Power Company by deed dated July 24, 1923, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 369 page 209.

(55) ALL THAT CERTAIN parcel of land situate in the Township of Blacklick, County of Cambria, Pennsylvania, as and to the extent conveyed by Henry C. Estep, *et ux.*, *et al.*, to Penn Central Light and Power Company by deed dated October 30, 1911, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 233 page 685.

(56) ALL THAT CERTAIN parcel of land situate in the Township of Blacklick, County of Cambria, Pennsylvania, as and to the extent conveyed by Henry C. Estep, *et ux.*, *et al.*, to Penn Central Light and Power Company by deed dated December 19, 1912, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 250 page 220.

(57) ALL THAT CERTAIN parcel of land situate in the Township of Blacklick, County of Cambria, Pennsylvania, as and to the extent

conveyed by Doss Kemerer, *et ux.* to Penn Central Light and Power Company by deed dated December 6, 1911, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 238 page 212.

(58) ALL THAT CERTAIN parcel of land situate in the Township of Barr, County of Cambria, Pennsylvania, as and to the extent conveyed by Joseph H. Reilly Coal Company to Penn Central Light and Power Company by deed dated February 11, 1930, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 439 page 13.

(59) ALL THAT CERTAIN parcel of land situate in the Township of Portage, County of Cambria, Pennsylvania, as and to the extent conveyed by Cambria Mining and Manufacturing Company to Penn Central Light and Power Company by deed dated December 3, 1912, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 241 page 633.

(60) ALL THAT CERTAIN parcel of land situate in the Township of Gallitzin, County of Cambria, Pennsylvania, as and to the extent conveyed by Altoona Coal and Coke Corporation to Penn Central Light and Power Company by deed dated August 15, 1932, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 452 page 617.

(61) ALL THAT CERTAIN parcel of land situate in the Village of Summit, Township of Cresson, County of Cambria, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated December 5, 1936, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 469 page 420.

(62) ALL THAT CERTAIN parcel of land situate in the Township of Portage, County of Cambria, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated March 29, 1930, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 440 page 18.

(63) ALL THAT CERTAIN parcel of land situate in the Borough of Tunnelhill, County of Cambria, Pennsylvania, as and to the extent conveyed by Alice Driskel to Penn Central Light and Power Company by deed dated December 8, 1911, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book 238 page 70.

CUMBERLAND COUNTY, PENNSYLVANIA.

(1) ALL THAT CERTAIN parcel of land situate in the Township of Shippensburg, County of Cumberland, Pennsylvania, as and to the extent conveyed by John Hosfeld to Penn Central Light and Power Company by deed dated June 28, 1929, and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Deed Book 11-D page 135.

FRANKLIN COUNTY, PENNSYLVANIA.

(1) ALL THAT CERTAIN parcel of land situate in the Townships of Lurgan and Letterkenny, County of Franklin, Pennsylvania, as and to the extent conveyed by Shippensburg Gas and Electric Company to Penn Central Light and Power Company by deed dated May 1, 1929, and recorded in the Office of the Recorder of Deeds in and for Franklin County, Pennsylvania, in Deed Book 234 page 2.

(2) ALL THAT CERTAIN parcel of land situate in the Township of Fannett, County of Franklin, Pennsylvania, as and to the extent conveyed by Jennie N. Hammond and Lawrence B. Hammond's executors to Pennsylvania Edison Company by deed dated November 21, 1945, and recorded in the Office of the Recorder of Deeds in and for Franklin County, Pennsylvania, in Deed Book 343 page 167.

HUNTINGDON COUNTY, PENNSYLVANIA.

(1) ALL THOSE CERTAIN parcels of land situate in the Village of McConnellstown, Boroughs of Mount Union and Mill Creek, Townships of Juniata, Hopewell, Union, Smithfield, Penn, Lincoln and Walker, County of Huntingdon, Pennsylvania, as and to the extent conveyed by the Raystown Water Power Company to Penn Central

Light and Power Company by deed dated October 14, 1927, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book D-7 pages 89 to 111.

(2) ALL THAT CERTAIN parcel of land situate in the Township of Juniata, County of Huntingdon, Pennsylvania, as and to the extent conveyed by William M. Corbin and Mary Corbin, his wife, by deed dated September 8, 1931, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book L-7 page 359.

(3) ALL THAT CERTAIN parcel of land situate in the Township of Brady, County of Huntingdon, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated December 23, 1924, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book L-7 page 304.

(4) ALL THAT CERTAIN parcel of land situate in the Township of Morris, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Rose S. Zacharias and Samuel L. Zacharias, her husband, by deed dated July , 1926, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book B-7 page 29.

(5) ALL THOSE CERTAIN parcels of land situate in the Township of Juniata, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Ann W. W. Meirs to Penn Central Light and Power Company by deed dated December 28, 1925, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book L-6 page 103.

(6) ALL THAT CERTAIN parcel of land situate in the Township of Cromwell, County of Huntingdon, Pennsylvania, as and to the extent conveyed by H. A. Starr to Penn Central Light and Power Company by deed dated February 24, 1927, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book C-7 page 44.

(7) ALL THOSE CERTAIN parcels of land situate in the Township of Juniata, County of Huntingdon, Pennsylvania, as and to the extent conveyed by R. L. Bortner to Penn Central Light and Power Company by deeds dated January 20, 1931, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book G-7 pages 498 and 500.

(8) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Huntingdon, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated May 26, 1931, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book G-7 page 519.

(9) ALL THOSE CERTAIN parcels of land situate in the Boroughs of Huntingdon and Mount Union, Townships of Morris, Smithfield and Lincoln, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Penn Central Light and Power Company to Penn Central Light and Power Company by deed dated October 13, 1925, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book Z-6 page 1.

(10) ALL THAT CERTAIN parcel of land situate in the Township of Juniata, County of Huntingdon, Pennsylvania, as and to the extent conveyed by J. H. Shearer to Penn Central Light and Power Company by deed dated June 6, 1930, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book K-7 page 97.

(11) ALL THAT CERTAIN parcel of land situate in the Township of Penn, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Warren B. Simpson and Dorothy K. Simpson, his wife, to Penn Central Light and Power Company by deed dated February 24, 1930, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book K-7 page 102.

(12) ALL THAT CERTAIN parcel of land situate in the Township of Lincoln, County of Huntingdon, Pennsylvania, as and to the extent

conveyed by Harry W. Wagner and Marcella E. Wagner to Penn Central Light and Power Company by deed dated October 1, 1930, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book K-7 page 35.

(13) ALL THOSE CERTAIN parcels of land situate in the Township of Brady, County of Huntingdon, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Penn Central Light and Power Company by deed dated March 29, 1930, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book G-7 page 210.

(14) ALL THAT CERTAIN parcel of land situate in the Township of Juniata, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Juniata E. Vuille, Alice V. Banker and Maurice L. Banker, her husband, Ruth V. Stewart and Samuel H. Stewart, her husband, Samuel E. Vuille and Frances S. Vuille, his wife, and James H. Vuille to Pennsylvania Edison Company by deed dated September 3, 1938, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book T-7 page 438.

(15) ALL THOSE CERTAIN parcels of land situate in the Townships of Porter and Penn, County of Huntingdon, Pennsylvania, as and to the extent conveyed by Penn Water Power Company to Penn Central Light and Power Company by deed dated October 14, 1927, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book D-7 page 112.

(16) ALL THOSE CERTAIN parcels of land situate in the Townships of Porter, Smithfield and Logan, County of Huntingdon, Pennsylvania, as and to the extent conveyed by J. Walter Bell to Pennsylvania Hydro-Electric Company by deed dated April 27, 1910, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book N-5 page 324.

(17) ALL THAT CERTAIN parcel of land situate in the Township of Walker, County of Huntingdon, Pennsylvania, as and to the

extent conveyed by John M. Laughlin and wife, to Pennsylvania Edison Company by deed dated June 17, 1943, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book 8 page 343.

(18) ALL THOSE CERTAIN parcels of land situate in the Township of Carbon, County of Huntingdon, Pennsylvania, and in the Townships of Broad Top and Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Kay Coal Mining Company to Penn Central Power Company by deed dated June 12, 1923, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book S No. 6 page 308, and in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 166 page 493; EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Penn Central Light and Power Company by deed dated November 19, 1926 to Broad Top Township School District, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 183 page 92; ALSO EXCLUDING THEREFROM certain underlying seams of coal with the right to mine and remove the same as and to the extent conveyed by Pennsylvania Edison Company to Wilday I. Grace, *et al*, by deed dated June 18, 1945, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 233 page 556; ALSO EXCLUDING THEREFROM ALL THAT CERTAIN parcel of land as and to the extent conveyed by Pennsylvania Edison Company to William W. Reed by deed dated August 20, 1945, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 233 page 433 (the aforesaid parcels being those described above in item (13) under the heading "Bedford County, Pennsylvania").

MIFFLIN COUNTY, PENNSYLVANIA.

(1) ALL THAT CERTAIN parcel of land situate in the Township of Wayne, County of Mifflin, Pennsylvania, as and to the extent conveyed by Dr. A. R. McCarthy and Mary T. McCarthy, his wife, to The Penn Central Light and Power Company by deed dated February 1, 1911, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 67 page 150.

(2) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by David Wollner and Mary S. Wollner, his wife, and Benjamin Wollner, single, to Penn Central Power Company by deed dated October 19, 1923, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 72 page 293.

(3) ALL THOSE CERTAIN parcels of land situate in the Borough of Lewistown, Township of Derry, County of Mifflin, Pennsylvania, as and to the extent conveyed by Penn Central Light and Power Company to Penn Central Light and Power Company by deed dated October 30, 1925, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book G Vol. 4 page 86.

(4) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Julia B. Weikel and Elmer J. Weikel, her husband, to Pennsylvania Edison Company by deed dated September 13, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book R Vol. 4 page 603.

(5) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Mary M. Windross, formerly Mary M. Jones, now inter-married with Raymond H. Windross, and Raymond H. Windross, her husband, to Pennsylvania Edison Company by deed dated September 7, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book R Vol. 4 page 645.

(6) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by H. C. Hower, widower, to Pennsylvania Edison Company by deed dated September 13, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book R Vol. 4 page 605.

(7) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Pennsylvania Wire Glass Company to Pennsylvania Edison Company by deed dated October 18, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book R Vol. 4 page 692.

(8) ALL THAT CERTAIN parcel of land situate in the Township of Union, County of Mifflin, Pennsylvania, as and to the extent conveyed by Jesse J. Yoder and Sadie Yoder, his wife, to Penn Central Light and Power Company by deed dated November 20, 1919, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book B Vol. 4 page 649.

(9) ALL THAT CERTAIN parcel of land situate in the Township of Union, County of Mifflin, Pennsylvania, as and to the extent conveyed by Jesse J. Yoder, widower, to Pennsylvania Edison Company by deed dated October 11, 1939, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 70.

(10) ALL THAT CERTAIN parcel of land situate in the Township of Derry, County of Mifflin, Pennsylvania, as and to the extent conveyed by Lewistown Transportation Company to Penn Central Light and Power Company by deed dated September 29, 1934, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book O Vol. 4 page 19; EXCLUDING THEREFROM ALL THOSE CERTAIN parcels of land as and to the extent conveyed by Penn Central Light and Power Company to Juniata Valley Gas and Oil Company by deeds dated September 15, 1937 and December 9, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Books R Vol. 4 page 612 and S Vol. 4 page 22.

(11) ALL THAT CERTAIN parcel of land situate in the Township of Oliver, County of Mifflin, Pennsylvania, as and to the extent conveyed by Hannah C. Dull and Charles E. Book and Ella B. Book, his wife, to Penn Central Light and Power Company by deed dated February 17, 1911, and recorded in the Office of the Recorder of

Deeds in and for Mifflin County, Pennsylvania, in Deed Book T Vol. 3 page 485.

(12) ALL THAT CERTAIN parcel of land situate in the Village of Milroy, Township of Armagh, County of Mifflin, Pennsylvania, as and to the extent conveyed by Clara J. Kulp and Howard C. Kulp, her husband, to Penn Central Light and Power Company by deed dated August 31, 1928, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 76 page 745.

(13) ALL THAT CERTAIN parcel of land situate in the Township of Wayne, County of Mifflin, Pennsylvania, as and to the extent conveyed by James C. King and Marjory King, his wife, to Penn Central Light and Power Company by deed dated April 1, 1937, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book Q Vol. 4 page 731.

(14) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Pennsylvania Railroad Company to Penn Central Power Company by deed dated September 12, 1923, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book D Vol. 4 page 638.

(15) ALL THOSE CERTAIN parcels of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Nancy J. Gruver and John N. Gruver, her husband, to Penn Central Light and Power Company by deed dated July 12, 1923, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 71 page 711.

(16) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Elizabeth M. Mills, widow, *et al.*, Heirs of Henry McCullough, Deceased, to Penn Central Light and Power Company by deed dated March 10, 1928, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book I Vol. 4 page 438-443, AND by William L. McKee and Eliza B.

McKee, his wife, and Martha W. Spanogle and Edwin Spanogle, her husband, to Penn Central Light and Power Company by deed dated February 15, 1928, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book K Vol. 4 page 607.

(17) ALL THOSE CERTAIN parcels of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Boyd E. Dippery, widower, to Pennsylvania Edison Company by deed dated August 17, 1940, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 785.

(18) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Emmett S. Henry and Helen M. Henry, his wife, to Pennsylvania Edison Company by deed dated July 9, 1940, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 637.

(19) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Jennie M. Burd, widow, and Regina M. Burd, a single person, to Pennsylvania Edison Company by deed dated August 5, 1940, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 747.

(20) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Nellie B. Myers and R. R. Myers, her husband, to Pennsylvania Edison Company by deed dated August 1, 1940, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 700.

(21) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Annie Singley Mowery and Daniel M. Mowery, her husband, to Pennsylvania Edison Company by deed dated August 1, 1940, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 4 page 706.

(22) ALL THAT CERTAIN parcel of land situate in the Borough of Lewistown, County of Mifflin, Pennsylvania, as and to the extent conveyed by J. H. Shearer and Lurline B. Shearer, his wife, to Penn-Central Light and Power Company by deed dated August 15, 1925, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book 74 page 87.

(23) ALL THOSE CERTAIN parcels of land situate in the Townships of Derry and Brown, County of Mifflin, Pennsylvania, as and to the extent conveyed by E. F. McCabe and Mary McCabe, his wife, to Mifflin County Gas and Electric Company by deed dated June 21, 1907, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book S Vol. 3 page 224.

(24) ALL THAT CERTAIN parcel of land situate in the Township of Derry, County of Mifflin, Pennsylvania, as and to the extent conveyed by Gulf Oil Corporation to Pennsylvania Edison Company by deed dated September 5, 1945, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book G Vol. 5 page 295.

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly ex-

cepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture, as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

Provided that, in addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from this Supplemental Indenture, viz.: (1) cash and shares of stock and certificates or evidence of interest therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the proceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

To HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trusts created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes, franchises and contracts or other instruments through which the Company acquired, and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" in so far as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Original Indenture; this Supplemental Indenture being made for the purpose, *inter alia*, of subjecting the real estate and premises and other property above described to the lien and operation of said Original Indenture, so that the same shall be held specifically by the Trustee under and subject to the terms and conditions of the Original Indenture in identically the same manner and for the same trusts, uses and purposes, as if the said real estate and premises and other property had been specifically described in the Original Indenture.

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

ARTICLE I.

1976 SERIES BONDS.

SECTION 1. The bonds of the 1976 Series shall be designated "First Mortgage Bonds, 2¾% Series due 1976". All coupon bonds of the 1976 Series shall be dated June 1, 1946. All fully registered bonds of the 1976 Series shall be dated the date of issue, and shall bear interest from the first day of June or December, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a June 1 or December 1 on which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to December 1, 1946, in which case they shall bear interest from June 1, 1946. All bonds of the 1976 Series shall be pay-

able on June 1, 1976, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and shall bear interest, payable in like coin or currency, at the rate of two and three-quarters per centum ($2\frac{3}{4}\%$) per annum, payable semi-annually on June 1 and December 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of and interest on the bonds of the 1976 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York. All bonds of the 1976 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon notice published at least once in each of four successive calendar weeks upon any business day of each such calendar week, in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, at the following redemption prices (expressed in percentages of the principal amount): to and including May 31, 1947 at 104%; thereafter to and including May 31, 1951 at $103\frac{1}{2}\%$; thereafter to and including May 31, 1955 at 103%; thereafter to and including May 31, 1959 at $102\frac{1}{2}\%$; thereafter to and including May 31, 1963 at 102%; thereafter to and including May 31, 1967 at $101\frac{1}{2}\%$; thereafter to and including May 31, 1971 at 101%; thereafter to and including May 31, 1975 at $100\frac{1}{2}\%$; and thereafter at 100%; together in each case with accrued interest to the redemption date.

Coupon bonds of the 1976 Series shall be issuable in the denomination of \$1,000 and shall be registerable as to principal. Fully registered bonds of the 1976 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. Bonds of the 1976 Series shall be interchangeable at the option of the holders thereof, in like aggregate principal amounts, coupon bonds for fully registered bonds, fully registered bonds for coupon bonds and the several denominations of fully registered bonds.

The form of the bonds and of the coupons to be attached to the coupon bonds of the 1976 Series shall be substantially in the forms hereinbefore recited, respectively.

ARTICLE II.

AMENDMENT OF ORIGINAL INDENTURE.

SECTION 1. The references in this Article II to Articles, Sections or parts thereof and to page numbers are to Articles, Sections or parts thereof and to page numbers of the Original Indenture.

SECTION 2. The Original Indenture is hereby amended as follows, provided that such amendment shall not be effective until immediately following the authentication and delivery of Bonds of the 1976 Series for the aggregate principal amount of Twenty-three Million Five Hundred Thousand Dollars (\$23,500,000), and such amendment shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage prior to the time that such amendment becomes effective:

(1) The definition of the term "property additions" contained in Section 1.03 is amended

(a) by substituting "December 31, 1945" for "March 15, 1942" in lines 4 and 15 of the first paragraph of said definition, on page 46; and

(b) by inserting the following after the end of the second paragraph of said definition, on page 47, as a third paragraph of said definition:

"For purposes of this Indenture, property acquired by the Company from Pennsylvania Edison Company shall be deemed to have been acquired and owned by the Company on December 31, 1945."

(2) The definition of the term "bondable property" contained in Section 1.03 (page 47) is amended by substituting "December 31, 1945" for "March 15, 1942" in lines 2 and 4-5 thereof.

(3) The definition of the term "nonbondable property" contained in Section 1.03 (page 47) is amended by substituting "December 31, 1945" for "March 15, 1942" in lines 2 and 5 thereof.

(4) The definition of the term "cost" contained in Section 1.03 (page 48) is amended by substituting "December 31, 1945" for "March 15, 1942" in lines 3, 6-7, and 10-11 thereof.

(5) The definition of the term "Company's special fund" contained in Section 1.03 (page 49) is amended by substituting the following for all of said definition:

"The term 'Company's special fund' shall mean the fund specified in Section 5.22 hereof."

(6) The definition of the term "refundable prior lien bonds" contained in Section 1.04 (page 52) is amended by inserting the following at the end thereof:

"The Six per cent. Funding Mortgage Gold Bonds due January 1, 1980, and the Six per cent. Consolidated Mortgage Gold Bonds due January 1, 1959, of Erie County Electric Company (hereinafter called the 'Erie Bonds') shall be deemed to be refundable prior lien bonds for purposes of Sections 4.04, 5.07, 5.08 and 9.06 hereof, but no deduction shall be made with respect to the Erie Bonds in determining the bondable value of property additions. The First Mortgage Gold Bonds, 5% Series due 1978, of Keystone Public Service Company (hereinafter called the 'Keystone Bonds') shall not be deemed to be refundable prior lien bonds for any purpose, and no deduction shall be made with respect to the Keystone Bonds in determining the bondable value of property additions."

(7) Paragraph A of Section 1.05 is amended

(a) by striking out "or (2)" in line 3 of clause (a) thereof, on page 52;

(b) by substituting "(3)" for "(4)" in line 3 of clause (b) thereof, on page 52;

(c) by substituting "December 31, 1945" for "March 15, 1942" in line 4 of clause (b) thereof, on page 52;

(d) by substituting "(4)" for "(5)" in line 6 of clause (b) thereof, on page 52;

(e) by substituting "(6)" for "(7)" in the last line of clause (b) thereof, on page 52;

(f) by inserting "(but not including the Erie Bonds or the Keystone Bonds)" after "bonds" in the third line of clause (c) thereof, which is line 1 on page 53;

(g) by striking out "net" in the first line of clause (e) thereof, on page 53;

(h) by striking out all of clause (1) thereof, on page 53;

(i) by renumbering clause (2) thereof, on page 53, as clause (1) thereof, and by striking out "acquired otherwise than as stated in clause (1) next above" from lines 1-2 of said renumbered clause (1), on page 53;

(j) by renumbering clause (3) thereof, on page 53, as clause (2) thereof;

(k) by renumbering clause (4) thereof, which commences on page 53, as clause (3) thereof, and by substituting "December 31, 1945" for "March 15, 1942" in line 3 of said renumbered clause (3) on page 53 and in the sixth line thereof on page 54, and by substituting "clause (1)" for "clauses (1) and (2)" in the eighth line thereof on page 54;

(l) by renumbering clause (5) thereof, on page 54, as clause (4), and by striking out all of that part of said renumbered clause (4) which follows "property;" in line 11 thereof;

(m) by renumbering clause (6) thereof, which commences on page 54, as clause (5) thereof; and

(n) by renumbering clause (7) thereof, on page 55, as clause (6) thereof.

(8) Paragraph B of Section 1.05 is amended

(a) by substituting "1947" for "1943" in line 5 thereof, on page 55; and by inserting the following new sentence after "preceding year." in line 23 thereof on page 55:

"For purposes of this Indenture, the first officers' certificate of bondable value of property additions shall be deemed to be the first such officers' certificate delivered to the Trustee after the authentication and delivery of bonds of the 1976 Series for the

aggregate principal amount of Twenty-three Million Five Hundred Thousand Dollars (\$23,500,000), and all such officers' certificates delivered to the Trustee prior to such time shall be disregarded.";

(b) by striking out "or (2)" in line 4 of clause (1) thereof, which is the first line on page 56;

(c) by substituting "December 31, 1945" for "March 15, 1942" in line 10 of clause (2) thereof, on page 56;

(d) by striking out "(except in the case of property additions acquired by merger, consolidation or dissolution or by purchase from an affiliate)" in lines 2-4 of clause (3) thereof, on page 56;

(e) by striking out "(the fair value to the Company of such property additions acquired by merger, consolidation or dissolution or by purchase from an affiliate, as so determined, to be set forth separately)" in lines 4-7 of clause (4) thereof, on pages 56-57;

(f) by substituting "clause (1)" for "clauses (1) and (2)" in line 2 of clause (5) thereof, on page 57;

(g) by substituting "(3)" for "(4)" in line 2 of clause (6) thereof, and by substituting "December 31, 1945" for "March 15, 1942" in line 3 of said clause (6), on page 57;

(h) by substituting "(6)" for "(7)" in line 3 of clause (8) thereof, on page 57; and

(i) by inserting "(but not including the Erie Bonds or the Keystone Bonds)" after "bonds" in lines 2 and 10 of clause (10) thereof, on page 57.

(9) Clause (II) of paragraph (A) of Section 1.06 is amended

(a) by striking out "and" before "amounts" in line 6 thereof, on page 61;

(b) by inserting the following after "depreciation," in line 7 thereof, on page 61: "and amortization of utility plant acquisition adjustments accounts,";

(c) by inserting ")," after "bonds" in line 9 thereof, on page 61;

(d) by striking out "and excluding any charges to income for the amortization of utility plant account or amounts transferred therefrom);" in lines 9-11 thereof on page 61; and

(e) by inserting the following after "provided that" in line 11 thereof, on page 61:

"if the amounts set aside and/or reserved to provide for renewals and replacements and/or for depreciation are in the aggregate less than the minimum provision for depreciation determined as provided in clause (4) of paragraph A of Section 1.05 hereof, then an amount equal to the minimum provision for depreciation so determined shall be specified in lieu of the amounts set aside and/or reserved to provide for renewals and replacements and/or for depreciation; and provided, further, that".

(10) Section 5.07 is amended

(a) by substituting "1947" for "1943" in line 2 thereof on page 87;

(b) by inserting "sixty per centum (60%) of" after "(i)" in line 8 thereof on page 87;

(c) by striking out "ten-sixths (10/6ths) of" after "(ii)" in lines 10-11 thereof on page 87;

(d) by substituting "1947" for "1943" in line 1 of the second paragraph thereof, on page 87;

(e) by inserting "sixty per centum (60%) of" before "the amount" in line 1 of clause (b) on page 88; and

(f) by striking out "ten-sixths (10/6ths) of" in line 1 of clause (c) on page 88.

(11) Section 5.08 is amended

(a) by substituting "(4)" for "(5)" in line 3 on page 89;

(b) by substituting "December 31, 1945" for "March 15, 1942" in lines 2-3 of the second paragraph thereof, on page 89;

(c) by striking out "net" in line 9 of the second paragraph thereof, on page 89;

(d) by substituting "(4)" for "(5)" in line 12 of the second paragraph thereof, on page 89;

(e) by striking out "for the nine and one-half months' period subsequent to March 15, 1942, and" in lines 12-13 of the second paragraph thereof, on page 89;

(f) by substituting "December 31, 1945" for "December 31, 1942" in the last line on page 89;

(g) by substituting "December 31, 1945" for "March 15, 1942" in lines 1-2 on page 90;

(h) by striking out "net" in line 3 on page 90;

(i) by striking out "for the nine and one-half months' period subsequent to March 15, 1942, and" in lines 6-7 on page 90;

(j) by substituting "December 31, 1945" for "December 31, 1942" in line 7 on page 90;

(k) by striking out "ten sixths (10/6ths) of" in line 11 on page 90;

(l) by substituting "1947" for "1943" in line 1 of the second paragraph on page 90;

(m) by substituting "December 31, 1945" for "March 15, 1942" in line 2 of clause (1) on page 90;

(n) by substituting "December 31, 1945" for "March 15, 1942" in line 2 on page 91;

(o) by striking out "net" in line 4 on page 91;

(p) by striking out "ten sixths (10/6ths) of" in the third from last line on page 91; and

(q) by striking out "ten sixths (10/6ths) of" in line 6 on page 92.

(12) Section 5.20 is amended by substituting the following for all of said Section:

"SECTION 5.20. That it will not declare or pay any dividends (other than dividends payable in Common Stock or any other stock of the Company subordinate to its Preferred Stock) and will not make any other distribution on the Common Stock or any other stock of the Company subordinate to the Preferred Stock, and will not purchase or otherwise acquire for value any Common Stock or other stock of the Company subordinate to the Preferred Stock (and will not permit any subsidiary of the Company to make any such purchase or acquisition), if after such dividend, distribution, purchase or acquisition the aggregate amount of such dividends, distributions, purchases and ac-

quisitions, paid or made since December 31, 1945, exceeds the sum of the aggregate amount credited to earned surplus since December 31, 1945, less the aggregate amount charged to earned surplus since December 31, 1945, otherwise than with respect to any such dividends, distributions, purchases and acquisitions. In computing the amount available for any such dividend, distribution, purchase or acquisition, charges and credits to earned surplus shall be made in accordance with good accounting practice; provided, however, that (i) the net balance transferred to earned surplus from the income account for the period subsequent to December 31, 1945 shall be after deducting amounts set aside and/or reserved to provide for renewals and replacements and/or for depreciation which in the aggregate are not less than the minimum provision for depreciation for such period determined as provided in clause (4) of paragraph A of Section 1.05 hereof; and (ii) charges to earned surplus accumulated since December 31, 1945 shall include all dividends declared or paid with respect to any period subsequent to December 31, 1945 on the Preferred Stock or any other stock of the Company ranking prior to the Common Stock; and provided further, however, that out of the earned surplus existing as of December 31, 1945: (I) there shall be set aside a special reserve in the amount of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.) and charges or credits shall be made to said reserve of any loss or profit on sale of gas properties owned on December 31, 1945 by the Company or by Pennsylvania Edison Company; and (II) there shall be set aside a special reserve in the amount of One Hundred and Seventy-five Thousand Dollars (\$175,000.) and charges shall be made to said reserve for any expenses incurred by the Company directly related to the acquisition of all franchises and property of Pennsylvania Edison Company and the issuance of securities by the Company for the purpose of financing such acquisition; and the balance, if any, remaining in said reserves after the purposes thereof have been served shall be transferred to earned surplus existing as of December 31, 1945; and provided

further, however, that the following charges and credits to earned surplus shall be excluded: (a) surplus adjustments applicable to any period or periods prior to January 1, 1946 to the extent that the aggregate of charges on account thereof, less the amount of credits on account thereof, does not exceed the sum of Two Hundred and Seventy-five Thousand Dollars (\$275,000.); and (b) charges to earned surplus for the write-down or write-off of any portion of the amount of utility plant (including Plant Adjustments) of the Company recorded in the books of the Company as the result of the acquisition by the Company of all the franchises and property of Pennsylvania Edison Company, which write-down or write-off the Company is required to make pursuant to the order of the Pennsylvania Public Utility Commission entered May 27, 1946 at Application Docket No. 66607, except to the extent, if any, that such write-down or write-off applicable to property or franchises originally acquired by Pennsylvania Edison Company subsequent to December 31, 1941 exceeds \$5,000,000. The Company will deliver to the Trustee on or before April 30 of each year beginning with the year 1947 a certificate by the independent certified or public accountant certifying the financial statements of the Company, stating whether anything in said accountant's examination has indicated action or non-action by the Company in violation of any of the covenants of this Section."

(13) Article V is amended by inserting, after the end of Section 5.21 on page 99, the following as an additional section thereof:

"SECTION 5.22. The Company covenants that it will immediately deposit with the Trustee the sum of Five Million Dollars (\$5,000,000) in cash or bonds or other obligations of the United States of America as hereinafter provided, which said sum shall constitute the 'Company's special fund'. Said sum shall be held by the Trustee as part of the mortgaged and pledged property and, so long as the Company is not in default in the payment of the interest on any of the bonds then outstanding hereunder and none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, may, at the request of the Company, evidenced by a writing signed in the name of the Com-

pany by its President or a Vice-President and its Treasurer or an Assistant Treasurer, be withdrawn from time to time by the Company in an amount equal to the cost to the Company or the fair value to the Company (as determined in accordance with the provisions of paragraph (3) below), whichever shall be less, of any property additions (not subject to a prior lien) then being certified to the Trustee in the officers' certificate delivered to the Trustee pursuant to the provisions of paragraph (1) below. For purposes of this Indenture, any amount so withdrawn shall be deemed to be used or applied for property additions.

Prior to the withdrawal by the Company of any of the Company's special fund, there shall in each case have been delivered to the Trustee:

(1) an officers' certificate containing

(i) a statement that the Company is not in default in the payment of the interest on any bonds then outstanding hereunder and that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing; and

(ii) a brief description of the property additions then being certified to the Trustee (and, if any property included in such property additions is located on any leasehold, stating that such property located on such leasehold constitutes movable physical property used or useful in connection with bondable property), and a statement of the cost to the Company and of the fair value to the Company of such property additions (as determined by an engineer, appraiser or other expert in accordance with the provisions of paragraph (3) below);

(2) all such deeds, indentures supplemental hereto or instruments of further assurance which, as set forth in the opinion of counsel furnished pursuant to paragraph (4) below, may be necessary or advisable to subject to the lien of this Indenture any property additions then being certified to the Trustee;

(3) a certificate or opinion of an engineer, appraiser or other expert stating the fair value to the Company of the property additions then being certified to the Trustee; and if

(i) within six months prior to the date of the acquisition thereof by the Company, such property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and

(ii) the fair value to the Company of such property, as set forth in such certificate or opinion, is not less than Twenty-five Thousand Dollars (\$25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding,

such certificate or opinion shall be made by an independent engineer, appraiser or other expert; and

(4) an opinion of counsel

(i) stating that the Company has full corporate authority and all necessary permission from governmental authorities to acquire, own and operate the property then being certified to the Trustee, and unless such opinion shall show that no consent or approval of any governmental authority is requisite to the acquisition, ownership or operation of such property, it shall specify and be accompanied by any officially authenticated certificates, or other documents, by which such consent or approval is or may be evidenced; and

(ii) specifying the deeds, indentures supplemental hereto or instruments of further assurance necessary to subject to the lien of this Indenture all the right, title and interest of the Company in and to the property then being certified to the Trustee, or stating that no such instruments are necessary for such purpose, stating that the Company has title to, or contemporaneously with the withdrawal from the Company's special fund in connection with which an officers' certificate is then being delivered to the Trustee will have title to, such property, that this Indenture is, or upon the delivery of the deeds, indentures supplemental hereto or instruments of further assurance, if any, specified in said opinion, will be, a lien upon such property subject to no defect in title and subject to no lien thereon prior to the lien

of this Indenture, except excepted encumbrances and, if any such property is located on any leasehold, stating that the property located on such leasehold constitutes personal property.

Any part of the Company's special fund which the Company shall at any time notify the Trustee, evidenced by a writing signed in the name of the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, is not to be subject to withdrawal by the Company as above provided, may thereafter be used or applied by the Trustee in the manner, for the purposes and subject to the conditions provided in subdivisions (2) and (3) of Section 9.06 (a) hereof and if the Company shall fail to designate the series of bonds to be purchased or redeemed or shall fail to take any other action required in connection with such use or application of such part of said fund, the Trustee may do so.

Said sum of \$5,000,000 may be deposited with the Trustee in cash and/or bonds or other obligations of the United States of America. If such bonds or other obligations are deposited, they shall be taken at the principal amount thereof (which said principal amount is hereinafter referred to as the 'cost' thereof).

Any money held by the Trustee in said fund shall, at the request of the Company, evidenced by a writing signed in the name of the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, be invested or reinvested by the Trustee in any bonds or other obligations of the United States of America designated by the Company. Any bonds or other obligations of the United States of America which the Trustee may hold in said fund at any time shall, upon request of the Company similarly evidenced, be exchanged for other bonds or other obligations of the United States of America only, in each case, (and the cost of the bonds or other obligations delivered by the Trustee in such an exchange shall be deemed to be the cost of the bonds or other obligations received by the Trustee as a result of such an exchange). All such bonds or other obligations which the Trustee shall receive as a result of investment, reinvestment or exchange shall be

held by the Trustee as though they had been originally deposited in lieu of cash pursuant to the aforesaid provisions.

Until default in the payment of interest on any of the bonds outstanding hereunder or a completed default specified in Section 10.01 hereof shall have occurred and be continuing, any interest on bonds and obligations held by the Trustee in said fund which may be received by the Trustee shall be forthwith paid to the Company, except to the extent which may be required to reimburse said fund for any accrued interest which may have been paid out upon the making of investments or reinvestments as aforesaid.

Upon request of the Company similarly evidenced, the Trustee shall sell all or any designated part of the bonds or other obligations held in said fund and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as though they were cash originally deposited in said fund. If such sale shall produce a net sum less than the cost of the bonds or other obligations sold, the Company covenants that it will pay promptly to the Trustee such amount of cash as with the net proceeds from such sale will equal the cost thereof; and if such sale shall produce a net sum greater than the cost of the bonds or other obligations sold, the Trustee shall promptly pay to the Company an amount in cash equal to such excess.

When the Company is entitled to be paid cash in accordance with the provisions hereof, it may elect to take bonds or other obligations in lieu of cash, in which case it shall designate which bonds or other obligations it elects to take and they shall be taken at the cost thereof and shall be delivered by the Trustee to the Company in lieu of such like amount of cash to which the Company may be so entitled."

(14) Clause (1) of Section 9.06 (a) is amended by inserting the following after "Section" in line 4 thereof, on page 129:

" , provided that cash deposited pursuant to Section 5.07 hereof shall not be withdrawn in an amount in excess of sixty per centum (60%) of bondable value of property additions which the Company elects to make the basis of a withdrawal under this Section,".

(15) Section 17.01 is amended by substituting "contain provisions which are in conformity" for "not contain any provisions which are in conflict" in line 4 thereof on page 188, and by inserting "as then in force" after "1939" in line 5 thereof on page 188.

ARTICLE III.

MISCELLANEOUS.

SECTION 1. As supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, said Original Indenture is in all respects ratified and confirmed and said Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 2nd day of July, 1946, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by a Vice-President and its corporate seal to be hereunto affixed and attested by an Assistant Vice-President, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

P. H. HARRIS,
President.

(CORPORATE SEAL)

Attest:

R. F. PRUNER,
Secretary.

In the presence of:

N. G. THACHER

J. C. KENNEDY

BANKERS TRUST COMPANY,
By

E. E. BEACH,
Vice-President.

(CORPORATE SEAL)

Attest:

ARCHER W. BACHMAN,
Assistant Vice-President.

In the presence of:

N. G. THACHER
J. C. KENNEDY

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this 2nd day of July, 1946, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared P. H. HARRIS, President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said P. H. HARRIS made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

HENRIETTE M. SMITH,
Notary Public.

[NOTARIAL SEAL] HENRIETTE M. SMITH,
Notary Public, Westchester County.
Certificates filed in N. Y. Co. Clk's No. 1326, Reg. No. 848-S-8.
Commission Expires March 30, 1948.

CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,
By
ARCHER W. BACHMAN,
Assistant Vice-President.

[CORPORATE SEAL]

RECORDATION DATA.

Pennsylvania

<i>County</i>	<i>Date Recorded</i>	<i>Mortgage Book</i>	<i>Page</i>
Armstrong	July 10, 1946	112	193
Bedford	July 3, 1946	51	132
Blair	July 3, 1946	415	154
Cambria	July 3, 1946	220	39
Centre	July 3, 1946	84	606
Clarion	July 3, 1946	40	586
Clearfield	July 3, 1946	130	1
Clinton	July 3, 1946	46	392
Crawford	July 3, 1946	206	403
Cumberland	July 3, 1946	196	244
Erie	July 11, 1946	283	371
Forest	July 3, 1946	16	380
Franklin	July 16, 1946	144	413
Huntingdon	July 3, 1946	75	1
Indiana	July 9, 1946	104	314
Jefferson	July 3, 1946	42	149
Juniata	July 3, 1946	23	430
McKean	July 3, 1946	174	143
Mifflin	July 3, 1946	ZZ	225
Perry	July 10, 1946	S	171
Potter	July 3, 1946	46	553
Somerset	July 3, 1946	77	413
Venango	July 3, 1946	272	20
Warren	July 3, 1946	116	1
Westmoreland	July 3, 1946	666	164

Maryland

Garrett

July 3, 1946	Liber A.G.R. 138 folio 448
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(15) Section 17.01 is amended by substituting "contain provisions which are in conformity" for "not contain any provisions which are in conflict" in line 4 thereof on page 188, and by inserting "as then in force" after "1939" in line 5 thereof on page 188.

ARTICLE III.

MISCELLANEOUS.

SECTION 1. As supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, said Original Indenture is in all respects ratified and confirmed and said Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 2nd day of July, 1946, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by a Vice-President and its corporate seal to be hereunto affixed and attested by an Assistant Vice-President, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By O. W. Harris

(CORPORATE SEAL)

President.

Attest:

R. F. Krum

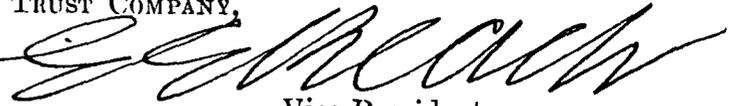
Secretary.

In the presence of:

M. J. Thacker
J. Kennedy

BANKERS TRUST COMPANY,

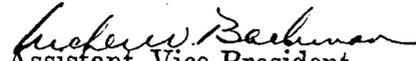
By



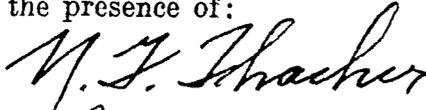
Vice-President.

(CORPORATE SEAL)

Attest:


Assistant Vice-President.

In the presence of:






STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.

On the 2nd day of *July*, 1946, before me, the subscriber, a Notary Public of the State of New York, residing in *White Plains*, N. Y., personally appeared R. F. PRUNER, Secretary of Pennsylvania Electric Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by P. H. HARRIS, President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Secretary and of P. H. HARRIS as President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

R. F. Pruner

Secretary.

Sworn to and subscribed before me the day and year aforesaid.

Henriette M. Smith

Notary Public.

My commission expires

[NOTARIAL SEAL]

HENRIETTE M. SMITH
 NOTARY PUBLIC, WESTCHESTER COUNTY
 Certificates filed in
 N. Y. Co. Clk's No. 1326, Reg. No. 848-S-8
 Commission Expires March 30, 1948

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STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 2nd day of July, 1946, before me, the subscriber, a Notary Public of the State of New York, residing in *White Plains* N. Y., personally appeared **ARCHER W. BACHMAN** Vice-President of Bankers Trust Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by **E. E. BEACH**, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Vice-President and of **E. E. BEACH** as Vice-President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Archer W. Bachman
Assistant Vice-President.

I am not a stockholder, director or officer of said Bankers Trust Company.

Sworn to and subscribed before me the day and year aforesaid.

Henriette M. Smith
Notary Public.

My commission expires

[NOTARIAL SEAL.]

HENRIETTE M. SMITH
NOTARY PUBLIC, WESTCHESTER COUNTY
Certificates filed in
N. Y. Co. Clk's No. 1326, Reg. No. 546-S-8
Commission Expires March 30, 1948

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this 2nd day of *July*, 1946, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared P. H. HARRIS, President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said P. H. HARRIS made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

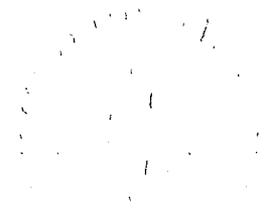
Henriette M. Smith

Notary Public.

My commission expires

[NOTARIAL SEAL]

HENRIETTE M. SMITH
NOTARY PUBLIC, WESTCHESTER COUNTY
Certificates filed in
N. Y. Co. Clk. No. 1226, Vol. 1, p. 128
Commission expires Jan. 27, 1948



STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this *2nd* day of *July*, 1946, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared **F. E. BEACH**, a Vice-President of Bankers Trust Company, a corporation of the State of New York, party of the second part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Bankers Trust Company, Trustee as set forth in said Supplemental Indenture; and, at the same time, the said **E. E. BEACH**, Vice President of Bankers Trust Company as aforesaid, made oath in due form of law that the consideration stated in said Supplemental Indenture is true and bona fide as therein set forth, and that he is a Vice-President of said Bankers Trust Company, and is authorized to make this affidavit, and on behalf of said Bankers Trust Company to execute and acknowledge said Supplemental Indenture.

I am not a stockholder, director or officer of said Bankers Trust Company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Henriette M. Smith

Notary Public.

My commission expires

[NOTARIAL SEAL]

HENRIETTE M. SMITH
 NOTARY PUBLIC, WESTCHESTER COUNTY
 Certificates filed in
 N. Y. County No. 1226, N. Y. State
 Commission Expires 12/31/47

STATE OF NEW YORK, NEW YORK COUNTY, to-wit:

On this, the 2nd day of July, 1946, before me Henriette M. Smith, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared P. H. HARRIS, who acknowledged himself to be President of Pennsylvania Electric Company, a corporation of the State of Pennsylvania, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Henriette M. Smith
Notary Public.

My Commission Expires

[NOTARIAL SEAL]

HENRIETTE M. SMITH
NOTARY PUBLIC, WESTCHESTER COUNTY
Certificates filed in
N. Y. Co. Clk's No. 1826, Reg. No. 846 S-8
Commission Expires March 30, 1948

State of New York, }
County of New York, } ss.:

No. 3354 Form 2

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that

HENRIETTE M. SMITH

whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certificate of his appointment and qualification as a Notary

Public for the County of **WESTCHESTER** with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protest notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2ND day of JULY 1946

Fee paid 25c.

Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County

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STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

On this, the *2nd* day of *July*, 1946, before me
Henriette M. Smith, a Notary Public for the State and County aforesaid,
the undersigned officer, personally appeared **E. E. BEACH**, who
acknowledged himself to be a Vice President of Bankers Trust Com-
pany, a corporation of the State of New York, and that he, as such
Vice President, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name
of the corporation by himself as Vice President.

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

Henriette M. Smith
Notary Public.

My Commission Expires

[NOTARIAL SEAL]

HENRIETTE M. SMITH
NOTARY PUBLIC, WESTCHESTER COUNTY
Commission filed in
N. Y. C., CTS No. 1020, Vol. No. 81808
Commission Expires March 11, 1947

