

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

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:

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

RECEIVED
APR 29 9 19 AM '80
FEE OPERATION BR.
I.C.C. COMM. 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 notes on the left margin:
Mitchell sent back
C. Auger by M. [unclear]
30 Supply x 1 [unclear]

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.

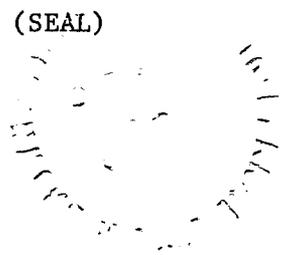
11733 *p*
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INTERSTATE COMMERCE COMMISSION

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
NOVEMBER 1, 1949 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 re-
spects.

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

Suzedeth R. Brown

Notary Public
My Commission Expires October 14, 1983



11733^B

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APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA ELECTRIC COMPANY

AND

BANKERS TRUST COMPANY,
Trustee

Supplemental Indenture
(First Mortgage Bonds, 2¾% Series Due 1979)

Dated as of November 1, 1949

SUPPLEMENTAL INDENTURE, dated as of the first day of November, 1949, 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, October 25, 1945, and June 1, 1946, 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 1979" (hereinafter sometimes

referred to as the "1979 Series Bonds" or the "bonds of the 1979 Series"), which said bonds of the 1979 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 1979 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

2¾% Series Due 1979

No.....

Due November 1, 1979

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 November 1, 1979, 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 November 1, 1949, 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 May 1 and November 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 1979, 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 1979 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1979 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 1979 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 redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1979 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If Redeemed During 12 Months' Period Ending October 31,	Regular Redemp- tion Prices	Special Redemp- tion Prices	If Redeemed During 12 Months' Period Ending October 31,	Regular Redemp- tion Prices	Special Redemp- tion Prices
1950.....	103.81%	100.81%	1965.....	101.84%	100.50%
1951.....	103.68%	100.80%	1966.....	101.71%	100.47%
1952.....	103.55%	100.79%	1967.....	101.58%	100.44%
1953.....	103.42%	100.77%	1968.....	101.45%	100.41%
1954.....	103.29%	100.75%	1969.....	101.32%	100.38%
1955.....	103.16%	100.73%	1970.....	101.19%	100.35%
1956.....	103.03%	100.71%	1971.....	101.06%	100.32%
1957.....	102.90%	100.69%	1972.....	100.92%	100.29%
1958.....	102.76%	100.66%	1973.....	100.79%	100.26%
1959.....	102.63%	100.64%	1974.....	100.66%	100.23%
1960.....	102.50%	100.62%	1975.....	100.53%	100.19%
1961.....	102.37%	100.60%	1976.....	100.40%	100.16%
1962.....	102.24%	100.57%	1977.....	100.27%	100.12%
1963.....	102.11%	100.55%	1978.....	100.14%	100.08%
1964.....	101.98%	100.52%	1979.....	100.00%	100.00%

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, November 1, 1949.

PENNSYLVANIA ELECTRIC COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1979 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 provided 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 1979, No., being six months' interest then due on said bond. This coupon shall be treated as negotiable.

.....
Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1979 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$.....

2¾% Series Due 1979

No.....

Due November 1, 1979

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns, on November 1, 1979, 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 May 1 and November 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 May or November, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a May 1 or November 1 on which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to May 1, 1950, in which case from November 1, 1949), 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, 2¾% Series due 1979, 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 1979 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1979 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 1979 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 redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1979 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1979 Series, the same table of redemption prices and corresponding dates as are specified in the form of coupon bond of the 1979 Series hereinabove set forth in the recitals of this Supplemental Indenture.]

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 1979 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 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; and the Company desires to issue bonds of the 1979 Series and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of describing additional property subject to the lien of the Original Indenture and of setting forth the terms and provisions of the 1979 Series Bonds and the form of the bonds of the 1979 Series and the coupons appertaining thereto; 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, including 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, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric 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, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, 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, 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:

BEDFORD COUNTY, PENNSYLVANIA.

(14) ALL THAT CERTAIN parcel of land situate in the Township of Liberty, County of Bedford, Pennsylvania, as and to the extent conveyed by Laurence B. Reed, singleman, to Pennsylvania Electric Company by deed dated March 1, 1948, and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book No. 240, page 594.

BLAIR COUNTY, PENNSYLVANIA.

(56) ALL THAT CERTAIN parcel of land situate in the City of Altoona and in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by A. L. Nicholson, unmarried, to Pennsylvania Electric Company by deed dated August 26, 1949, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 609, page 145.

CAMBRIA COUNTY, PENNSYLVANIA.

(64) ALL THAT CERTAIN parcel of land situate in the First Ward of the City of Johnstown, County of Cambria, Pennsylvania, as and to the extent conveyed by Ralph R. Willett *et ux.* to Pennsylvania Electric Company by deed dated October 24, 1946, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 568, page 329.

(65) ALL THAT CERTAIN parcel of land situate in the Township of Croyle, County of Cambria, Pennsylvania, as and to the extent conveyed by Clearfield Bituminous Coal Corporation and Pennsylvania Coal and Coke Corporation to Pennsylvania Electric Company by deed dated July 29, 1947, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 575, page 514.

(66) ALL THAT CERTAIN parcel of land situate in the Fourth Ward of the City of Johnstown, County of Cambria, Pennsylvania, as and to the extent conveyed by Rapkin Realty Company to Pennsylvania Electric Company by deed dated August 5, 1947, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 575, page 138.

(67) ALL THAT CERTAIN parcel of land situate in the Township of Cambria, County of Cambria, Pennsylvania, as and to the extent conveyed by Monroe Coal Mining Company to Pennsylvania Electric Company by deed dated December 29, 1947, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 579, page 426.

(68) ALL THAT CERTAIN parcel of land situate in the Township of East Carroll, County of Cambria, Pennsylvania, as and to the extent conveyed by Emeron W. Strittmatter *et ux.* to Pennsylvania Electric Company by deed dated June 7, 1948, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 590, page 198.

(69) ALL THAT CERTAIN parcel of land situate in the Township of Upper Yoder, County of Cambria, Pennsylvania, as and to the extent conveyed by Charles Keppler *et al.* to Pennsylvania Electric Company by deed dated September 15, 1948, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 599, page 342.

(70) ALL THAT CERTAIN parcel of land situate in the Seventeenth Ward of the City of Johnstown, County of Cambria, Penn-

sylvania, as and to the extent conveyed by Carnegie-Illinois Steel Corporation to Pennsylvania Electric Company by deed dated March 1, 1949, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 585, page 438.

(71) ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of Patton, County of Cambria, Pennsylvania, as and to the extent conveyed by James G. Zahursky, singleman, to Pennsylvania Electric Company by deed dated July 15, 1949, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 611, page 46.

CLARION COUNTY, PENNSYLVANIA.

(15) ALL THAT CERTAIN parcel of land situate in the Township of Beaver, County of Clarion, Pennsylvania, as and to the extent conveyed by Aldine McConnell *et vir.* to Pennsylvania Electric Company by deed dated February 21, 1947, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book No. 151, page 10.

CLEARFIELD COUNTY, PENNSYLVANIA.

(14) ALL THAT CERTAIN parcel of land situate in the City of DuBois, County of Clearfield, Pennsylvania, as and to the extent conveyed by City of DuBois to Pennsylvania Electric Company by deed dated October 25, 1948, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 394, page 133.

CRAWFORD COUNTY, PENNSYLVANIA.

(15) ALL THAT CERTAIN parcel of land situate in the Township of Vernon, County of Crawford, Pennsylvania, as and to the extent conveyed by Theodore S. Everett, single, to Pennsylvania Electric Company by deed dated August 14, 1946, and recorded in the Office of the Recorder of Deeds in and for Crawford County, Pennsylvania, in Deed Book Vol. 333, page 372.

(16) ALL THAT CERTAIN parcel of land situate in the Township of Vernon, County of Crawford, Pennsylvania, as and to the extent conveyed by Jay C. Turner *et ux.* to Pennsylvania Electric Company by deed dated August 14, 1946, and recorded in the Office of the Recorder of Deeds in and for Crawford County, Pennsylvania, in Deed Book Vol. 333, page 373.

(17) ALL THAT CERTAIN parcel of land situate in the Township of Vernon, County of Crawford, Pennsylvania, as and to the extent conveyed by Clair P. Turner *et ux.* to Pennsylvania Electric Company by deed dated September 28, 1948, and recorded in the Office of the Recorder of Deeds in and for Crawford County, Pennsylvania, in Deed Book Vol. 345, page 369.

ELK COUNTY, PENNSYLVANIA.

(1) ALL THAT CERTAIN parcel of land situate in the Borough of Ridgway, County of Elk, Pennsylvania, as and to the extent conveyed by Harry R. Hyde *et ux.* to Pennsylvania Electric Company by deed dated April 7, 1949, and recorded in the Office of the Recorder of Deeds in and for Elk County, Pennsylvania, in Deed Book Vol. 111, page 406.

(2) ALL THAT CERTAIN parcel of land, situate in the Borough of Ridgway, County of Elk, Pennsylvania, as and to the extent conveyed by Keystone Tanning and Glue Company to Pennsylvania Electric Company by deed dated July 22, 1949, and recorded in the Office of the Recorder of Deeds in and for Elk County, Pennsylvania, in Deed Book Vol. 112, page 119.

ERIE COUNTY, PENNSYLVANIA.

(47) ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of North East, County of Erie, Pennsylvania, as and to the extent conveyed by Ray H. Haskell *et ux.* to Pennsylvania Electric Company by deed dated March 23, 1946, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 468, page 373.

(48) ALL THAT CERTAIN parcel of land situate in the Borough of Albion, County of Erie, Pennsylvania, as and to the extent conveyed by William D. Hustead *et ux.* to Pennsylvania Electric Company by deed dated April 1, 1946, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 468, page 426.

(49) ALL THAT CERTAIN parcel of land situate partly in the City of Corry and partly in the Township of Concord, County of Erie, Pennsylvania, as and to the extent conveyed by Fulcher P. Smith and F. Perry Smith, Jr., co-partners doing business under the name of Cumberland Box Company, to Pennsylvania Electric Company by deed dated November 13, 1946, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 486, page 315.

(50) ALL THAT CERTAIN parcel of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by John G. Carney, Jr. and Frances J. W. Carney, his wife, by John G. Carney, their attorney-in-fact, to Pennsylvania Electric Company by deed dated February 28, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 478, page 465; EXCLUDING THEREFROM all that certain parcel of land as and to the extent conveyed by Pennsylvania Electric Company to Morris P. Radov *et ux.* by deed dated December 18, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 501, page 363.

(51) ALL THAT CERTAIN parcel of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Harrison O. Longstreet *et ux.* to Pennsylvania Electric Company by deed dated March 21, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 478, page 479.

(52) ALL THAT CERTAIN parcel of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Henry F. Kuhn *et ux.* to Pennsylvania Electric Company by quitclaim

deed dated March 12, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 458, page 352; and by the City of Erie to Pennsylvania Electric Company by deed dated April 25, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 489, page 474.

(53) ALL THAT CERTAIN parcel of land situate in the Borough of Albion, County of Erie, Pennsylvania, as and to the extent conveyed by A. W. Sergeant *et ux.* to Pennsylvania Electric Company by deed dated March 18, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 489, page 365.

(54) ALL THAT CERTAIN parcel of land situate in the First Ward of the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Pittsburgh and Erie Coal Company to Pennsylvania Electric Company by deed dated October 20, 1947, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 505, page 98.

(55) ALL THAT CERTAIN parcel of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by the Commissioners of Erie County, Pennsylvania, and the City of Erie to Pennsylvania Electric Company by deed dated January 6, 1948, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 501, page 412.

(56) ALL THAT CERTAIN parcel of land situate in the Fourth Ward of the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Knut Salamonsen *et ux.* to Pennsylvania Electric Company by deed dated April 2, 1948, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 510, page 277.

HUNTINGDON COUNTY, PENNSYLVANIA.

(19) ALL THOSE CERTAIN parcels of land situate in the Township of Smithfield, County of Huntingdon, Pennsylvania, as and to the extent conveyed by John T. Rodgers, Jr. *et ux.* to Pennsylvania

Electric Company by deed dated December 11, 1946, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book L Vol. 8, page 91.

(20) ALL THAT CERTAIN parcel of land situate in the Borough of Huntingdon, County of Huntingdon, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated May 25, 1949, and recorded in the Office of the Recorder of Deeds in and for Huntingdon County, Pennsylvania, in Deed Book No. P-8, page 290.

McKEAN COUNTY, PENNSYLVANIA.

(24) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of McKean, Pennsylvania, as and to the extent conveyed by C. S. Dieter *et ux.* to Pennsylvania Electric Company by deed dated October 3, 1946, and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book 285, page 245.

VENANGO COUNTY, PENNSYLVANIA.

(43) ALL THAT CERTAIN parcel of land situate in the Township of Sugarcreek, County of Venango, Pennsylvania, as and to the extent conveyed by The Atlantic Refining Company to Pennsylvania Electric Company by deed dated September 9, 1946, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book No. 520, page 112.

(44) ALL THAT CERTAIN parcel of land situate in the Second Ward of the City of Franklin, County of Venango, Pennsylvania, as and to the extent conveyed by David E. Eakin *et ux.* to Pennsylvania Electric Company by deed dated November 12, 1946, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book Vol. 519, page 163.

(45) ALL THAT CERTAIN parcel of land situate in the Second Ward of the City of Oil City, County of Venango, Pennsylvania, as and to the extent conveyed by Oil City Trust Company and Oil City Trust

Company, Trustee under the last will and testament of Louis Braunschweiger, to Pennsylvania Electric Company by deed dated July 30, 1948, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book No. 536, page 313; and by Oil City Trust Company and Oil City Trust Company, Trustee under the last will and testament of Louis Braunschweiger, to Pennsylvania Electric Company by deed dated November 12, 1948, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book No. 537, page 250.

WARREN COUNTY, PENNSYLVANIA.

(12) ALL THAT CERTAIN parcel of land situate in the Township of Conewango, County of Warren, Pennsylvania, as and to the extent conveyed by The School District of Warren Borough to Pennsylvania Electric Company by deed dated October 2, 1947, and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania, in Deed Book 233, page 180; EXCLUDING THEREFROM all that certain parcel of land as and to the extent conveyed by Pennsylvania Electric Company to Merle F. Blodgett *et ux.* by deed dated February 23, 1948, and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania, in Deed Book 233, page 356; ALSO EXCLUDING THEREFROM all that certain parcel of land as and to the extent conveyed by Pennsylvania Electric Company to Katherine A. Skillicorn by deed dated February 23, 1948, and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania, in Deed Book 233, page 354.

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 excepted) 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.

1979 SERIES BONDS.

SECTION 1. The bonds of the 1979 Series shall be designated "First Mortgage Bonds, 2¾% Series due 1979". All coupon bonds of the 1979 Series shall be dated November 1, 1949. All fully regis-

tered bonds of the 1979 Series shall be dated the date of issue, and shall bear interest from the first day of May or November, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a May 1 or November 1 on which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to May 1, 1950, in which case they shall bear interest from November 1, 1949.

Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1979 Series shall be payable on November 1, 1979, 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 semiannually on May 1 and November 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 1979 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 1979 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 redemption prices (expressed in percentages of principal amount) set forth in the table under "Regular Redemption Prices" in the form of coupon bond of the 1979 Series set forth in the recitals hereof; and the bonds of the 1979 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance

with the provisions of the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the aforesaid table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption.

Coupon bonds of the 1979 Series shall be issuable in the denomination of \$1,000 and shall be registerable as to principal. Fully registered bonds of the 1979 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 1979 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 1979 Series shall be substantially in the forms hereinbefore recited, respectively.

ARTICLE II.

MISCELLANEOUS.

SECTION 1. The Company covenants that, so long as any of the bonds of the 1979 Series shall be secured by the lien of the Mortgage, the Company 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) or make any other distribution on the Common Stock or any other stock of the Company subordinate to the Preferred Stock, or purchase or otherwise acquire for value any Common Stock or other stock of the Company subordinate to the Preferred Stock (or 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 acquisitions, paid or made since December 31, 1948 exceeds the aggregate amount credited to earned surplus since December 31, 1948, less the aggregate amount charged to earned surplus since December 31, 1948 otherwise than with respect to any such dividends, distributions, purchases and acquisitions.

For the purpose of the preceding paragraph, in determining earned surplus of the Company accumulated since December 31, 1948

(a) no credit or charge to such earned surplus shall be made with respect to excessive or deficient accruals for taxes with respect to any period prior to January 1, 1947, or for the calendar year 1948;

(b) excessive or deficient accruals for taxes with respect to the calendar year 1947 (or for any period of time occurring within said calendar year) and with respect to all periods commencing from and after January 1, 1949 shall be credited or charged to such earned surplus;

(c) such earned surplus shall be charged with an amount equal to the sum of all dividends declared by the Company accruing with respect to all periods commencing from and after January 1, 1949 on all classes of its capital stock other than the Common Stock;

(d) charges shall be made to the earned surplus of the Company accumulated prior to January 1, 1949 for the write-down, write-off or any other adjustment of the amount at which any property owned by the Company on January 1, 1949 is carried in its plant accounts, or in any of its other accounts as a result of the transfer into such other account from the Company's plant accounts, or for adjustments of depreciation accruals for periods prior to January 1, 1949, which charges are approved by or made pursuant to any rule, regulation, requirement or order of any governmental body having jurisdiction in the premises;

(e) charges may be made to the earned surplus of the Company accumulated prior to January 1, 1949 in an aggregate amount not in excess of \$250,000 for the write-down, write-off or any other adjustment of the amount at which any property acquired by the Company subsequent to January 1, 1949 is carried in its plant accounts, or in any of its other accounts as the result of the transfer into such other account from the Company's plant accounts,

or for adjustments to reserve for amortization of plant acquisition adjustments, or for adjustments to depreciation accruals with respect to such property up to the time of its acquisition by the Company, which charges are approved by or made pursuant to any rule, regulation, requirement or order of any governmental body having jurisdiction in the premises;

(f) in addition to the charges to the earned surplus of the Company accumulated prior to January 1, 1949 otherwise permitted or required to be made pursuant to the provisions of this paragraph, charges may be made to the earned surplus of the Company accumulated prior to January 1, 1949 for 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 the credits on account thereof, does not exceed the sum of \$275,000;

(g) the net balance transferred to earned surplus from the income account for all periods subsequent to December 31, 1948 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 Section 2 of this Article II of this Supplemental Indenture; and

(h) except as otherwise provided in this paragraph, charges or credits which, in accordance with sound accounting practice, are applicable to a period prior to January 1, 1949, may be made to the earned surplus of the Company accumulated prior to January 1, 1949.

SECTION 2. From and after the issuance and sale of, and so long as any bonds of the 1979 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" (when used for any purpose under the Mortgage) with reference to any period of time shall mean an amount equal to the greater of (i) fifteen per centum (15%) of the gross operating revenues of the Company during such period arising from the operation of bondable property (after deducting from such revenues an

amount equal to the aggregate cost of electric energy, gas, steam and hot water purchased during such period for the purpose of resale in connection with the operation of bondable property), less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of bondable property, or (ii) (a) the amount determined by the application of clause (i) above to the period comprising the calendar years 1946 to 1948, both inclusive, plus (b) two and four-tenths per centum (2.4%) per annum of depreciable utility property as shown by the books of the Company at January 1, 1949, plus or minus two and four-tenths per centum (2.4%) per annum of the sum of annual net additions or net retirements thereto as shown by the books of the Company on each succeeding January 1 (computed, however, with respect to each annual net addition or net retirement only from January 1 next succeeding the recordation on the books of the Company of such annual net addition or net retirement); provided that in making the calculation of the amount of minimum provision for depreciation with respect to a calendar year subsequent to December 31, 1948, or for the purposes of paragraph (g) of the foregoing Section 1 hereof, clause (a) of (ii) above shall be disregarded so that (ii) above for such purposes shall include only the provision in clause (b) thereof, and provided, further, that in making the calculation of the amount of minimum provision for depreciation for the purposes of the net earnings certificate, as defined in Section 1.06 of the Mortgage, clauses (a) and (b) of (ii) above shall be disregarded and the amount to be determined under (ii) above shall be computed by taking two and four-tenths per centum (2.4%) per annum of depreciable utility property as shown by the books of the Company on the January 1 next preceding the end of the twelve (12) months' period covered by such net earnings certificate.

SECTION 3. 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 4. 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 13TH day of December, 1949, 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 Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

[Handwritten Signature]

President.

(CORPORATE SEAL)

Attest:

[Handwritten Signature]
Secretary.

In the presence of:

[Handwritten Signature]

BANKERS TRUST COMPANY,

By

[Handwritten Signature]

Vice-President.

(CORPORATE SEAL)

Attest:

[Handwritten Signature]
Assistant Secretary.

In the presence of:

[Handwritten Signature]

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

No. 80411

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

LAWRENCE E. VAN ETTEN

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this 13TH day of Dec, 1949

FEE PAID 25¢

Archibald R. Watson

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

On the *13th* day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, residing in *NORTHPORT*, 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 *D. W. JARDINE*, 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 *D. W. JARDINE* 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.

Notary Public.

[NOTARIAL SEAL]

Lawrence E. Van Etten ARCHIBALD

LAWRENCE E. VAN ETTEN
 Notary Public in the State of New York
 Residing in Suffolk County
 Kings Co. Clk's No. 48, Reg. No. 122-V-0
 Certificates Filed in
 New York Co. Clk's No. 198, Reg. No. 181-V-0
 Commission Expires March 30, 1950

New York
of New York, } ss.:

No. 80453

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

ELEANOR R. JOSINSKY

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this 13TH day of July, 1949

County Clerk and Clerk of the Supreme Court, New York County

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

On the 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, residing in *Bayside* N. Y., personally appeared G. R. INCE, Assistant Secretary 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 Secretary 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.

G. R. Ince
 Assistant Secretary.

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

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

Eleanor R. Jossinsky
 Notary Public.
 ELEANOR R. JOSSINSKY
 NOTARY PUBLIC IN THE STATE OF NEW YORK
 NO. 41-2004900
 QUALIFIED IN QUEENS COUNTY
 CERTIFICATES FILED WITH
 NEW YORK COUNTY CLERK & REGISTER
 QUEENS COUNTY COUNTY REGISTER
 TERM EXPIRES MARCH 30, 1951

[NOTARIAL SEAL]

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

I HEREBY CERTIFY that on this *13th* day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared *D. W. JARDINE*, 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 *D. W. JARDINE* 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.

Notary Public.

[NOTARIAL SEAL]

Lawrence E. Van Etten

LAWRENCE E. VAN ETTEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 131-V-0
Commission Expires March 30, 1950

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

I HEREBY CERTIFY that on this 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared

E. 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.

Eleanor R. Josinsky
Notary Public.

[NOTARIAL SEAL]

ELEANOR R. JOSINSKY
NOTARY PUBLIC IN THE STATE OF NEW YORK
No. 41-2004900
QUALIFIED IN QUEENS COUNTY
CERTIFIED BY THE CLERK OF
NEW YORK COUNTY - CLERK OF REGISTER
QUEENS COUNTY COUNTY REGISTER
TERM EXPIRES MARCH 30, 1951

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

On this, the 13th day of December, 1949, before me *LAWRENCE E. VAN ETEN*, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared *D. W. JARDINE*, 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.

Notary Public.

[NOTARIAL SEAL]

Lawrence E. Van Eten

LAWRENCE E. VAN ETEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 181-V-0
Commission Expires March 30, 1950

Execution by Penelec:

D. W. Jardine, President

R. F. Pruner, Secretary

Execution by Bankers Trust Company:

E. E. Beach, Vice President

G. R. Ince, Assistant Secretary

Witness:

A. P. Sullivan

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

On this, the 13th day of December, 1949, before me *LAWRENCE E. VAN ETTEN*, 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 Company, 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.

Lawrence E. Van Etten
Notary Public

[NOTARIAL SEAL]

LAWRENCE E. VAN ETTEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 181-V-0
Commission Expires March 30, 1950

CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within New York, 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

C. A. Rice

Assistant Secretary.

[CORPORATE SEAL]

SECTION 4. 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 13th day of December, 1949, 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 Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

D. W. JARDINE,
President.

(CORPORATE SEAL)

Attest:

R. F. PRUNER,
Secretary.

In the presence of:

A. P. SULLIVAN

BANKERS TRUST COMPANY,

By

E. E. BEACH,
Vice-President.

(CORPORATE SEAL)

Attest:

G. R. INCE,
Assistant Secretary.

In the presence of:

A. P. SULLIVAN

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

On the 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, residing in Northport, 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 D. W. Jardine, 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 D. W. Jardine 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.

[NOTARIAL SEAL]

LAWRENCE E. VAN ETTEN,
 Notary Public.

LAWRENCE E. VAN ETTEN
 Notary Public in the State of New York
 Residing in Suffolk County
 Kings Co. Clk's No. 48, Reg. No. 122-V-0
 Certificates Filed in
 New York Co. Clk's No. 198, Reg. No. 181-V-0
 Commission Expires March 30, 1950

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

On the 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, residing in Bayside, N. Y., personally appeared G. R. Ince, Assistant Secretary 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 Secretary 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.

G. R. INCE,
 Assistant Secretary.

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

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

[NOTARIAL SEAL]

ELEANOR R. JOSINSKY,
 Notary Public.

ELEANOR R. JOSINSKY
 Notary Public in the State of New York
 No. 41-2004900
 Qualified in Queens County
 Certificates Filed with
 New York County Clerk & Register
 Queens County County Register
 Term Expires March 30, 1951

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

I HEREBY CERTIFY that on this 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared D. W. Jardine, 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 D. W. Jardine 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.

[NOTARIAL SEAL]

LAWRENCE E. VAN ETTEN,
Notary Public.

LAWRENCE E. VAN ETTEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 181-V-0
Commission Expires March 30, 1950

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

I HEREBY CERTIFY that on this 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared E. 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.

[NOTARIAL SEAL]

ELEANOR R. JOSINSKY,
Notary Public.

ELEANOR R. JOSINSKY
Notary Public in the State of New York
No. 41-2004900
Qualified in Queens County
Certificates Filed with
New York County Clerk & Register
Queens County County Register
Term Expires March 30, 1951

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

On this, the 13th day of December, 1949, before me Lawrence E. Van Etten, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared D. W. Jardine, 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.

[NOTARIAL SEAL]

LAWRENCE E. VAN ETTEN,
Notary Public.

LAWRENCE E. VAN ETTEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 181-V-0
Commission Expires March 30, 1950

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

On this, the 13th day of December, 1949, before me Lawrence E. Van Etten, 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 Company, 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.

[NOTARIAL SEAL]

LAWRENCE E. VAN ETTEN,
Notary Public.
LAWRENCE E. VAN ETTEN
Notary Public in the State of New York
Residing in Suffolk County
Kings Co. Clk's No. 48, Reg. No. 122-V-0
Certificates Filed in
New York Co. Clk's No. 198, Reg. No. 181-V-0
Commission Expires March 30, 1950

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.

[CORPORATE SEAL]

BANKERS TRUST COMPANY,
By
G. R. INCE,
Assistant Secretary.

RECORDATION DATA.

PENNSYLVANIA

County	Date Recorded	Mortgage Book	Page
Armstrong	December 15, 1949	122	85
Bedford	December 15, 1949	55	173
Blair	December 14, 1949	461	454
Cambria	December 15, 1949	241	228
Centre	December 16, 1949	97	199
Clarion	December 15, 1949	45	322
Clearfield	December 14, 1949	146	294
Crawford	December 15, 1949	225	336
Cumberland	December 15, 1949	235	171
Elk	December 15, 1949	44	339
Erie	December 15, 1949	383	353
Forest	December 15, 1949	19	116
Franklin	December 19, 1949	162	542
Huntingdon	December 15, 1949	69	175
Indiana	December 14, 1949	119	295
Jefferson	December 15, 1949	54	188
Juniata	December 14, 1949	24	471
McKean	December 15, 1949	210	477
Mifflin	December 14, 1949	M-3	75
Perry	December 15, 1949	V	25
Potter	December 15, 1949	51	420
Somerset	December 16, 1949	95	436
Venango	December 15, 1949	290	296
Warren	December 15, 1949	124	40
Westmoreland	December 14, 1949	759	48

MARYLAND

Garrett	December 15, 1949	Liber R.L.D.	159 folio 1
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