



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:

No. 0-120A120  
Date APR 29 1980  
Fee \$ 340.00  
ICC Washington, D. C.

RECEIVED  
APR 29 9 19 AM '80  
FEE OPERATION BR.  
I.C.C. COM. 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.

*Matched with Bank*  
*Copy of the original for 30 Supplement 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  
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INTERNATIONAL 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  
*May 1, 1956* 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.

*Benedette R. Brown*  
\_\_\_\_\_  
Notary Public

My Commission Expires October 14, 1983

(SEAL)



~~7304115~~  
11733 *A*  
RECORDATION NO. .... Filed 1425  
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INTERSTATE COMMERCE COMMISSION.

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**PENNSYLVANIA ELECTRIC COMPANY**

AND

**BANKERS TRUST COMPANY,**  
Trustee

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**Supplemental Indenture**  
(First Mortgage Bonds, 3 $\frac{7}{8}$ % Series Due 1986)

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**DATED AS OF MAY 1, 1956**

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PRESS OF ALLEN, LANE & SCOTT, PHILADELPHIA

**SUPPLEMENTAL INDENTURE**, dated as of the first day of May, 1956, 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, as of June 1, 1946, as of November 1, 1949, as of October 1, 1951, as of August 1, 1952, as of June 1, 1953, as of March 1, 1954 and as of April 30, 1956, respectively; which Original Indenture as so supplemented is hereinafter referred to as the Mortgage; and which Original Indenture and certain of which said Supplemental Indentures have been duly recorded in mortgage books in each of the respective Offices of the Recorder of Deeds in and for each of the Counties of Pennsylvania in which this Supplemental Indenture is filed and recorded, and in the mortgage records of Garrett County, Maryland; and certain of which said Supplemental Indentures have been duly recorded in certain of such mortgage books and records; 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, 3 $\frac{7}{8}$ % Series due 1986" (hereinafter sometimes referred to as the "1986 Series Bonds" or the "bonds of the 1986 Series"), which said bonds of the 1986 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 1986 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

No.

3 $\frac{7}{8}$ % Series Due 1986

Due May 1, 1986

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 May 1, 1986, 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 May 1, 1956, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and seven-eighths per centum (3 $\frac{7}{8}$ %) 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,  $3\frac{7}{8}\%$  Series due 1986, 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 1986 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1986 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 1986 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 (provided, however, that if all of the bonds of the 1986 Series at the time outstanding which are to be redeemed shall be fully registered bonds and/or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each registered holder of such bonds directed to his registered address 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 following table under "Regular Redemption Prices"; and the bonds of the 1986 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 Beginning May 1	Regular Redemp- tion Prices	Special Redemp- tion Prices	If Redeemed During 12 Months' Period Beginning May 1	Regular Redemp- tion Prices	Special Redemp- tion Prices
1956.....	106.11%	102.61%	1971.....	102.95%	101.66%
1957.....	105.90%	102.56%	1972.....	102.74%	101.58%
1958.....	105.69%	102.51%	1973.....	102.53%	101.49%
1959.....	105.48%	102.46%	1974.....	102.32%	101.40%
1960.....	105.27%	102.41%	1975.....	102.11%	101.30%
1961.....	105.06%	102.35%	1976.....	101.90%	101.21%
1962.....	104.85%	102.29%	1977.....	101.69%	101.10%
1963.....	104.64%	102.23%	1978.....	101.48%	101.00%
1964.....	104.43%	102.17%	1979.....	101.27%	100.89%
1965.....	104.22%	102.10%	1980.....	101.06%	100.78%
1966.....	104.01%	102.04%	1981.....	100.85%	100.66%
1967.....	103.80%	101.97%	1982.....	100.64%	100.54%
1968.....	103.59%	101.89%	1983.....	100.43%	100.41%
1969.....	103.38%	101.82%	1984.....	100.28%	100.28%
1970.....	103.17%	101.74%	1985.....	100.00%	100.00%

The Mortgage provides that any notice of such redemption may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such 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 de-

livery. 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 of 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, May 1, 1956.

PENNSYLVANIA ELECTRIC COMPANY,  
By

President.

Attest:

Secretary.

## [FORM OF INTEREST COUPON FOR BONDS OF THE 1986 SERIES]

\$

No.

On the first day of \_\_\_\_\_, \_\_\_\_\_, unless the bond hereinafter 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, 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, as specified in its First Mortgage Bond, 3 $\frac{7}{8}$ % Series due 1986, No. \_\_\_\_\_, being six months' interest then due on said bond. This coupon shall be treated as negotiable.

Treasurer.

The amount to be inserted in odd numbered coupons shall be Nineteen and 38/100 Dollars; the amount to be inserted in even numbered coupons shall be Nineteen and 37/100 Dollars.

## [FORM OF FULLY REGISTERED BOND OF THE 1986 SERIES]

The form of fully registered bond of the 1986 Series shall be substantially the same as the form of coupon bond of the 1986 Series hereinabove set forth except that the following paragraphs shall be substituted in lieu of the corresponding paragraphs in the form of coupon bond of the 1986 Series:

## PENNSYLVANIA ELECTRIC COMPANY

## FIRST MORTGAGE BOND

\$

3 $\frac{7}{8}$ % Series Due 1986

No.

Due May 1, 1986

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 May 1, 1986, 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 three and seven-eighths per centum (3 $\frac{7}{8}$ %) 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 November 1, 1956, in which case from May 1, 1956), 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 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 is whose name this bond is registered as the absolute owner and holder 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.

\* \* \* \* \*

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 1986 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 forms of the bonds and coupons of such series, and to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and the Company has acquired additional property; 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 bonds, as provided herein, which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the 1986 Series and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of subjecting additional property to the lien of the Original Indenture and of setting forth the terms and provisions of the 1986 Series Bonds and the forms of the bonds of the 1986 Series and the coupons appertaining thereto, and said further covenants, restrictions and conditions; and

WHEREAS, it was intended by the execution and delivery of the Original Indenture and the aforesaid Supplemental Indentures to subject to the lien of the Original Indenture, and to grant to the

Trustee a security interest in all of the property, real, personal and mixed then owned by the Company or thereafter acquired by the Company, as and to the extent set forth therein, subject to the provisions thereof, except such property as was therein expressly excepted and excluded from the lien and operation thereof; and it is the intention of the parties hereto, by the execution and delivery of this Supplemental Indenture, to provide the Trustee with further assurances by also creating in favor of the Trustee a security interest, pursuant to the provisions of the Uniform Commercial Code, approved April 6, 1953, Pennsylvania P. L. 3, in the aforesaid property, except such thereof as is expressly excepted and excluded as aforesaid or herein, it being further intended that this Supplemental Indenture shall constitute both a security agreement and a financing statement under the provisions of said Code; 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 granted a security interest therein, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm, and grant a security interest therein, subject to the provisions of the Mortgage, 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 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:

#### ARMSTRONG COUNTY, PENNSYLVANIA

(1) ALL THOSE CERTAIN parcels of land situate in the Township of East Franklin, County of Armstrong, Pennsylvania, as and to the extent conveyed by Allegheny River Mining Company to Pennsylvania Electric Company by deed dated April 19, 1955, and recorded in the Office of the Recorder of Deeds in and for Armstrong County, Pennsylvania in Deed Book Vol. 402, page 489.

#### BEDFORD COUNTY, PENNSYLVANIA

(15) ALL THAT CERTAIN parcel of land situate in the Township of Snakespring, County of Bedford, Pennsylvania, as and to the extent conveyed by Harry F. Beegle *et ux.* to Pennsylvania Electric Company by deed dated July 29, 1954 and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, in Deed Book 254, page 348.

#### BLAIR COUNTY, PENNSYLVANIA

(75) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by The Altoona Trust Company to Pennsylvania Electric Company by deed dated November 16, 1954 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Volume 698, page 217.

(76) ALL THAT CERTAIN parcel of land situate in the Township of Snyder, County of Blair, Pennsylvania, as and to the extent conveyed by Zachariah Sprankle, also known as Zachariah Sprankle, Jr., *et ux.* to Pennsylvania Electric Company by deed dated December 1, 1954 and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book, Vol. 698, page 484.

(77) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated December 24, 1954, recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 700, page 91.

#### CAMBRIA COUNTY, PENNSYLVANIA

(82) ALL THAT CERTAIN parcel of land situate in the Twentieth Ward of the City of Johnstown, County of Cambria, Pennsylvania, as and to the extent conveyed by John Hill Real Estate, Inc. to Pennsylvania Electric Company by deed dated June 23, 1954 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 654, page 219.

(83) ALL THAT CERTAIN parcel of land situate in the Township of Allegheny, County of Cambria, Pennsylvania, as and to the extent conveyed by Emro J. Gergely, *et ux.* to Pennsylvania Electric Company by deed dated July 30, 1954 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 662, page 361.

(84) ALL THAT CERTAIN parcel of land situate in the Township of Upper Yoder, County of Cambria, Pennsylvania, as and to the extent conveyed by Johnstown Water Company to Pennsylvania Electric Company by deed dated January 17, 1955, recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania in Deed Book Vol. 658, page 134.

(85) 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 C. B. Board, Sr., *et ux.*, to Pennsylvania Electric Company by deed dated January 19, 1955 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 667, page 194.

(86) ALL THAT CERTAIN parcel of land situate in the Township of Richland, County of Cambria, Pennsylvania, as and to the extent conveyed by The Wilmore Coal Company to Pennsylvania Electric Company by deed dated February 9, 1955 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania in Deed Book Vol. 658, page 116.

#### CENTRE COUNTY, PENNSYLVANIA

(9) ALL THAT CERTAIN parcel of land situate in the Township of Rush, County of Centre, Pennsylvania, as and to the extent conveyed by Harbison-Walker Refractories Company to Pennsylvania Electric Company by deed dated June 29, 1955 and recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania, in Deed Book Vol. 229, page 598.

#### CLARION COUNTY, PENNSYLVANIA

(23) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by John M. Rickel, also known as John W. Rickel, to Pennsylvania Electric Company by deed dated October 20, 1953 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, Page 52; and as and to the extent conveyed by Clara A. Pintiello, also known as Claria A. Pintiello *et vir.* to Pennsylvania Electric Company by deed dated April 16, 1954 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, page 604.

(24) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by N. Margaret Solinger *et al.* to Pennsylvania Electric Company by deed dated January 18, 1954 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, page 386.

(25) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by W. J. Luxon, widower, to Pennsylvania Electric Company

by deed dated January 25, 1954 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, page 358.

(26) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Eva Belle McClaine *et vir.* to Pennsylvania Electric Company by deed dated March 31, 1954, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 163, page 486.

(27) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Belle E. Elliott, also known as B. E. Elliott, single-woman, to Pennsylvania Electric Company by deed dated June 28, 1954 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book, Volume 164, page 167.

(28) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Lloyd F. Weaver, *et ux.* to Pennsylvania Electric Company by deed dated August 13, 1954 and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 164, page 280.

#### CLEARFIELD COUNTY, PENNSYLVANIA

(23) ALL THOSE CERTAIN parcels of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mervyl C. Yeager *et ux.* to Pennsylvania Electric Company by deed dated March 3, 1954 and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 434, page 461.

#### CRAWFORD COUNTY, PENNSYLVANIA

(18) ALL THAT CERTAIN parcel of land situate in the Borough of Linesville, County of Crawford, Pennsylvania, as and to the extent conveyed by Albert Parnham, *et ux.* to Pennsylvania Electric Com-

pany by deed dated October 26, 1955 and recorded in the Office of the Recorder of Deeds in and for Crawford County, Pennsylvania, in Deed Book No. 380, page 28.

#### CUMBERLAND COUNTY, PENNSYLVANIA

(2) ALL THAT CERTAIN parcel of land situate in the Township of Hopewell, County of Cumberland, Pennsylvania, as and to the extent conveyed by W. Benjamin Coleman, single man, to Pennsylvania Electric Company by deed dated June 3, 1955 and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Deed Book M Vol. 16, page 68.

(3) ALL THOSE CERTAIN parcels of land situate in the Borough of Shippensburg, County of Cumberland, Pennsylvania, as and to the extent conveyed by John B. Hosfeld, *et al.* to Pennsylvania Electric Company by deed dated December 30, 1955 and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Deed Book X Vol. 16, page 168.

#### ERIE COUNTY, PENNSYLVANIA

(80) ALL THAT CERTAIN parcel of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Joseph L. Takach *et ux.* to Pennsylvania Electric Company by deed dated March 31, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 672, page 138.

(81) ALL THAT CERTAIN parcel of land situate in the Sixth Ward of the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Jacob P. Simon, widower, to Pennsylvania Electric Company by deed dated April 7, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 672, page 378, EXCLUDING THEREFROM the portion of said parcel as and to the extent conveyed by Pennsylvania Electric Company to Jacob P. Simon, widower, by deed dated November 9, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 690, page 477.

(82) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Lillian L. Kinsinger, widow, to Pennsylvania Electric Company by deed dated May 5, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 674, page 290.

(83) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Anna M. Metzler, *et vir.* to Pennsylvania Electric Company by deed dated September 6, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 686, page 373, EXCLUDING THEREFROM the portion of said parcel taken by the Department of Highways of the Commonwealth of Pennsylvania for the relocation of the Perry Highway, as shown on the condemnation map thereof recorded by said Department in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania in Right of Way Book Vol. 3, page 21.

(84) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by the Township of Millcreek to Pennsylvania Electric Company by deed dated October 27, 1954 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 688, page 240.

#### FOREST COUNTY, PENNSYLVANIA

(2) ALL THAT CERTAIN parcel of land situate in the Township of Tionesta, County of Forest, Pennsylvania, as and to the extent conveyed by Frank K. Faulkner, *et ux.* to Pennsylvania Electric Company by deed dated July 29, 1955 and recorded in the Office of the Recorder of Deeds in and for Forest County, Pennsylvania, in Deed Book Vol. 84, page 361.

#### FRANKLIN COUNTY, PENNSYLVANIA

(3) ALL THAT CERTAIN parcel of land situate in the Borough of Shippensburg, County of Franklin, Pennsylvania, as and to the extent

conveyed by Dorian Realty, Inc. to Pennsylvania Electric Company by deed dated May 21, 1954 and recorded in the Office of the Recorder of Deeds in and for Franklin County, Pennsylvania, in Deed Book 453, page 190.

#### McKEAN COUNTY, PENNSYLVANIA

(26) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of McKean, Pennsylvania, as and to the extent conveyed by Harriett B. Wick *et al.* to Pennsylvania Electric Company by deed dated February 12, 1954 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book 335, page 302.

(27) ALL THAT CERTAIN parcel of land situate in the City of Bradford, County of McKean, Pennsylvania, as and to the extent conveyed by Bernard Dutka, *et ux.* to Pennsylvania Electric Company by deed dated August 11, 1954 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book 336, Page 302.

(28) ALL THAT CERTAIN parcel of land situate in the Fifth Ward of the City of Bradford, County of McKean, Pennsylvania, as and to the extent conveyed by A. T. Newell Realty Company, *et al.* to Pennsylvania Electric Company by deed dated August 20, 1954 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book 337, page 413.

(29) ALL THAT CERTAIN parcel of land situate in the Borough of Port Allegany, County of McKean, Pennsylvania, as and to the extent conveyed by Robert H. Redfield, *et al.* to Pennsylvania Electric Company by deed dated June 20, 1955 and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book 348, page 546.

#### VENANGO COUNTY, PENNSYLVANIA

(49) 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 First Seneca Bank and Trust

Company, Executor and Trustee under the last will and testament of William K. Borland, deceased, *et al.*, to Pennsylvania Electric Company by deed dated March 31, 1955 and recorded in the office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book No. 592, page 49; and as and to the extent conveyed by David T. Borland, *et al.* to Pennsylvania Electric Company by deed dated March 19, 1955 and recorded in the office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book, Volume 592, page 52.

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, or to have a security interest created therein, 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, or in which a security interest has been granted, 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, and to the aforesaid security interest, 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 heretofore subjected to such security interest and 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.

##### 1986 SERIES BONDS.

SECTION 1. The bonds of the 1986 Series shall be designated "First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986". All coupon bonds of the 1986 Series shall be dated May 1, 1956. All fully registered bonds of the 1986 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 November 1, 1956, in which case they shall bear interest from May 1, 1956.

Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1986 Series shall be payable on May 1, 1986, 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 per annum specified in the forms of the bonds of the 1986 Series hereinbefore set forth in the recitals hereof, payable semi-annually 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 1986 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 1986 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 (provided, however, that if all of the bonds of the 1986 Series at the time outstanding which are to be redeemed shall be fully registered bonds and/or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each registered holder of such bonds directed to his registered address not less than thirty days and not more than ninety days before such publication), 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 1986 Series set forth in the recitals hereof; and the bonds of the 1986 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.

If at the time of the publication or mailing of any such notice of redemption the Company shall not have irrevocably directed the Trustee to apply funds deposited with the Trustee, or held by

it available to be used, for the redemption of such bonds, to redeem all of such bonds called for redemption, including accrued interest to the date fixed for redemption, such notice may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such date.

Coupon bonds of the 1986 Series shall be issuable in the denomination of \$1,000 and shall be registrable as to principal. Fully registered bonds of the 1986 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 1986 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 forms of the bonds and of the coupons to be attached to the coupon bonds of the 1986 Series shall be substantially in the forms hereinbefore recited, respectively.

## ARTICLE II.

### MISCELLANEOUS.

SECTION 1. The aforesaid Supplemental Indentures between the parties hereto dated as of November 1, 1949, dated as of October 1, 1951, and dated as of June 1, 1953, all as heretofore amended, and dated as of March 1, 1954, are hereby respectively amended as set forth below, provided that such amendments shall not be effective until, and shall be effective upon, the authentication by the Trustee and delivery to or upon the order of the Company of any bond or bonds of the 1986 Series, and such amendments shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage, or any Supplemental Indenture supplemental thereto, prior to the time that such amendments so become effective:

(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as heretofore amended, is further amended by inserting "or of the 1986 Series" after "or of the 1984 Series".

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949, as heretofore amended, is further amended by inserting "or of the 1986 Series" after "or of the 1984 Series".

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951, as heretofore amended, is further amended by inserting "or of the 1986 Series" after "or of the 1984 Series".

(d) Subsection (D) of Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1953, as heretofore amended, is further amended as follows: (1) by inserting "or of the 1986 Series" after "of the 1984 Series" in line 2 thereof; (2) by inserting "or 1986 Series" after "1984 Series" in line 6 thereof; and (3) by inserting "and 1986 Series" after "1984 Series" in line 9 thereof.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of the 1986 Series shall be secured by the lien of the Mortgage, if and when it shall use property additions which are subject to a prior lien as the basis for (a) the authentication and delivery of bonds pursuant to the provisions of Section 4.03 of the Mortgage or (b) the withdrawal of cash deposited with the Trustee upon the authentication and delivery of bonds pursuant to the provisions of Section 4.06 of the Mortgage, it will, if and to the extent permitted by the provisions of the instrument securing such prior lien, the provisions of the Mortgage and applicable law and regulations, cause prior lien bonds (not theretofore issued) to be issued under and in accordance with the provisions of the instrument securing such prior lien, against such property additions which are subject to such prior lien, in such principal amount as will as near as may so be equal to at least the principal amount (i) of the aforesaid bonds authenticated and delivered pursuant to the provisions of Section 4.03 of the Mortgage on the basis of such property additions which are subject to such prior lien or (ii) of the aforesaid cash so withdrawn on such basis; and it will cause such prior lien bonds so issued to be deposited with the Trustee pursuant to the provisions of the second paragraph of Section 5.16 of the Mortgage, unless they shall be required to be deposited with the trustee or other holder of another prior lien under conditions specified in said second paragraph of said Section 5.16.

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.

The debtor and its mailing address are Pennsylvania Electric Company, 222 Levergood Street, Johnstown, Pennsylvania. The secured party and its address from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, 16 Wall Street, New York, New York.

IN WITNESS WHEREOF, on this 18th day of May, 1956, 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

W. C. SONTUM,  
Vice President.

[CORPORATE SEAL]

Attest:

R. F. PRUNER,  
Secretary.

In the presence of:

G. MAIER  
J. B. PETTERSON

BANKERS TRUST COMPANY,

By

J. C. KENNEDY,  
Vice President.

[CORPORATE SEAL]

Attest:

WM. H. DEALE,  
Assistant Secretary.

In the presence of:

G. MAIER  
J. B. PETTERSON

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

On this the 18th day of May, 1956, before me, William M. McLaughlin, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared W. C. Sontum, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, 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]

WILLIAM M. McLAUGHLIN,  
 Notary Public.

William M. McLaughlin  
 Notary Public, State of New York  
 No. 24-7858550  
 Qualified in Kings County  
 Cert. filed in New York County  
 Commission Expires March 30, 1958

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

On this the 18th day of May, 1956, before me, William M. McLaughlin, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared J. C. Kennedy, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

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

[NOTARIAL SEAL]

WILLIAM M. McLAUGHLIN,  
Notary Public.

William M. McLaughlin  
Notary Public, State of New York  
No. 24-7858550  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 30, 1958

STATE OF NEW YORK  
COUNTY OF NEW YORK } ss.

On the 18th day of May in the year 1956, before me personally came W. C. Sontum to me known, who, being by me duly sworn, did depose and say that he resides in Johnstown, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL]

WILLIAM M. McLAUGHLIN,  
Notary Public.

William M. McLaughlin  
Notary Public, State of New York  
No. 24-7858550  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 30, 1958

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

On the 18th day of May in the year 1956, before me personally came J. C. Kennedy to me known, who, being by me duly sworn, did depose and say that he resides in Montclair, N. J.; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

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

[NOTARIAL SEAL]

WILLIAM M. McLAUGHLIN,  
 Notary Public.

William M. McLaughlin  
 Notary Public, State of New York  
 No. 24-7858550  
 Qualified in Kings County  
 Cert. filed in New York County  
 Commission Expires March 30, 1958

**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

WM. H. DEALE,  
 Assistant Secretary.

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

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 WILLIAM M. McLAUGHLIN, 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.

[SEAL]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18 day of MAY, 1956.

FEE PAID 50¢

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

## RECORDATION DATA

<u>County</u>	<u>Date Recorded</u>	<u>Mortgage Book</u>	<u>Page</u>
PENNSYLVANIA			
Armstrong	May 21, 1956	161	368
Bedford	May 21, 1956	63	261
Blair	May 21, 1956	548	190
Bradford	May 21, 1956	218	506
Cambria	May 21, 1956	283	558
Centre	May 21, 1956	122	29
Clarion	May 21, 1956	54	438
Clearfield	May 21, 1956	169	494
Crawford	May 21, 1956	264	32
Cumberland	May 21, 1956	340	196
Elk	May 21, 1956	63	189
Erie	May 21, 1956	568	41
Forest	May 21, 1956	22	478
Franklin	May 21, 1956	203	456
Huntingdon	May 21, 1956	86	102
Indiana	May 21, 1956	149	149
Jefferson	May 21, 1956	77	603
Juniata	May 19, 1956	31	125
Lackawanna	May 21, 1956	440	583
Lycoming	May 21, 1956	232	172
McKean	May 21, 1956	280	281
Mifflin	May 21, 1956	20	83
Perry	May 21, 1956	29	18
Potter	May 21, 1956	60	428
Somerset	May 22, 1956	132	1
Sullivan	May 21, 1956	17	581
Susquehanna	May 21, 1956	100	423
Tioga	May 21, 1956	129	472
Venango	May 21, 1956	328	240
Warren	May 21, 1956	154	391
Wayne	May 21, 1956	89	276
Westmoreland	May 21, 1956	969	8
Wyoming	May 21, 1956	51	276
MARYLAND			
Garrett	May 21, 1956	Liber R.L.D. No. 198, folio 124	

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.

The debtor and its mailing address are Pennsylvania Electric Company, 222 Levergood Street, Johnstown, Pennsylvania. The secured party and its address from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, 16 Wall Street, New York, New York.

IN WITNESS WHEREOF, on this 18th day of May, 1956, 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

*W.C. Pontum*

Vice President.

[CORPORATE SEAL]

Attest:

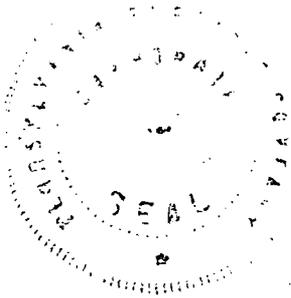
*R. E. Egan*

Secretary.

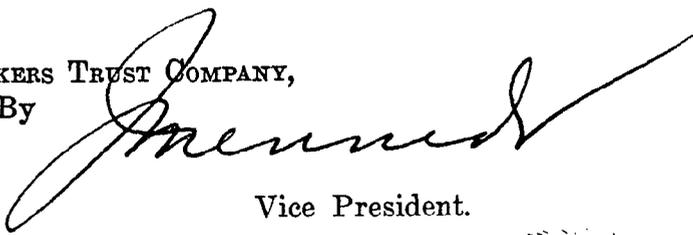
In the presence of:

*S. M. ...*

*J. M. ...*



BANKERS TRUST COMPANY,  
By



Vice President.

[CORPORATE SEAL]

Attest:



WM. H. DEALE

Assistant Secretary.

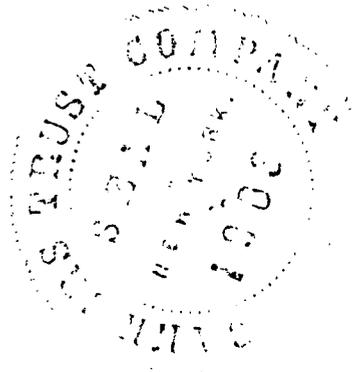
In the presence of:



G. MAIER



J. B. PETERSON



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

On this the *18th* day of May, 1956, before me, *William M. McLaughlin*, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared *W. C. Santuin*, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, 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]

Notary Public.



WILLIAM M. McLAUGHLIN  
Notary Public, State of New York  
No. 24-7858350  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 20, 1958



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

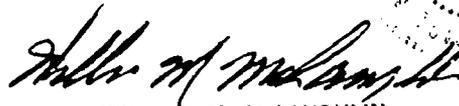
On this the *18th* day of May, 1956, before me, *William M. McLaughlin*, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared J. C. KENNEDY, who acknowledged himself to be a Vice President of Bankers Trust Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

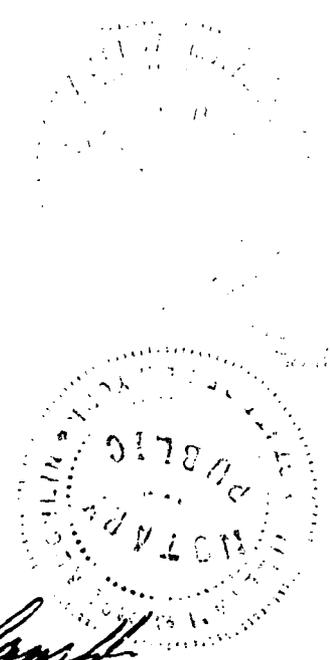
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Notary Public.

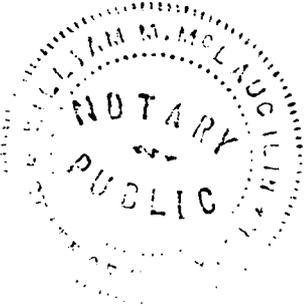


WILLIAM M. McLAUGHLIN  
Notary Public, State of New York  
No. 24-7893550  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 30, 1958



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

On the *18th* day of May in the year 1956, before me personally came *W.P. Santum* to me known, who, being by me duly sworn, did depose and say that he resides in *Johnstown*, Pennsylvania; that he is a Vice President of Pennsylvania Electric Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



[NOTARIAL SEAL]

Notary Public.

*William M. McLaughlin*  
WILLIAM M. McLAUGHLIN  
Notary Public, State of New York  
No. 24-7833550  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 30, 1958

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

No. 44940

Form 1

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

*William M. McLaughlin*

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 of 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 18 day of MAY, 1955

FEE PAID 50¢

*Archibald R. Watson*

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

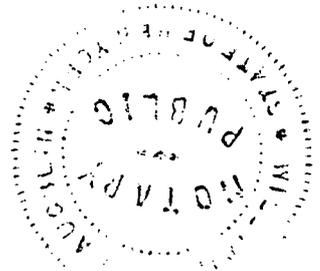
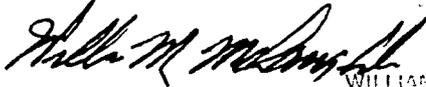
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the 18th day of May in the year 1956, before me personally came J. C. KENNEDY to me known, who, being by me duly sworn, did depose and say that he resides in MONTCLAIR, N. J.; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument as such seal is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; at the same time he made oath in due form of law that the consideration stated in said instrument is true and bona fide as therein set forth, and that he is duly authorized by said corporation to execute and acknowledge said instrument and to make such oath.

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

[NOTARIAL SEAL]

Notary Public.

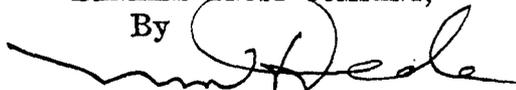


CERTIFICATE OF RESIDENCE.

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



Assistant Secretary.

WILLIAM M. McLAUGHLIN  
Notary Public, State of New York  
No. 247033350  
Qualified in Kings County  
Cert. filed in New York County  
Commission Expires March 28, 1958

MAY 21 1956



FILED FOR RECORDS