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

11733A- DD
RECORDATION NO. ..... Filed 1425
APR 29 1980 -9 20 AM
INTERSTATE COMMERCE COMMISSION

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I.C.C.
FEE OPERATION BR.

April 25, 1980

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

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

Attention: Secretary

Dear Sir:

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.

Mitchell Hunt Black

Complete Copy for 30 Supple & 1 Dup

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.

RECORDATION NO. 11733 Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Cambria, do certify as follows: (1) I have examined the attached conformed copy of the Supplemental Indenture dated as of June 1, 1967 to Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 25th day of April, 1980.

Georgiann Kovach
Notary Public

GEORGIANN KOVACH, Notary Public
Johnstown, Cambria County, Pa.
My Commission Expires June 29, 1981

(SEAL)

RECORDATION NO. 11733-N Filed 1425
APR 29 1980 -9 20 AM
INTERSTATE COMMERCE COMMISSION

[Conformed Copy with Recordation Data]

PENNSYLVANIA ELECTRIC COMPANY

AND

BANKERS TRUST COMPANY,
TRUSTEE

Supplemental Indenture

(First Mortgage Bonds, 6¼% Series due 1997)

Dated as of June 1, 1967

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1997 Series Bonds

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SUPPLEMENTAL INDENTURE, dated as of June 1, 1967, 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 Mortgage (as hereinafter defined) 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

WHEREAS, indentures supplemental to and amendatory of the Original Indenture have been executed and delivered by the Company and the Trustee, namely, 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, as of April 30, 1956, as of May 1, 1956, as of March 1, 1958, as of August 1, 1959, as of May 1, 1960, as of May 1, 1961, October 1, 1964 and November 1, 1966, respectively; and the Original Indenture as supplemented and amended by said Supplemental Indentures and by this Supplemental Indenture is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture and certain of said Supplemental Indentures have been duly recorded in mortgage books in the respective Offices of the Recorders of Deeds in and for the Counties of Pennsylvania in which this Supplemental Indenture is to be

recorded, and in the mortgage records of Garrett County, Maryland; and

WHEREAS, the Mortgage 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 Mortgage 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 Mortgage has duly determined to create a series of bonds, which shall be designated as "First Mortgage Bonds, 6¼% Series due 1997" (hereinafter sometimes referred to as the "1997 Series Bonds" or the "bonds of the 1997 Series"), which said bonds of the 1997 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 1997 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

$1000 No.

6¼% Series due 1997

Due June 1, 1997

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, One Thousand Dollars ($1,000) on June 1, 1997, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon, at said office or agency in like coin or currency, from June 1, 1967 until this bond shall

mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of six and one-quarter per centum (6¼%) per annum, payable semi-annually on June 1 and December 1 of each year, but only upon presentation and surrender of the coupons for such interest instalments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 6¼% Series due 1997 (hereinafter sometimes referred to as "bonds of the 1997 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous 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 1997 Series are issuable in the denomination of $1,000. The fully registered bonds of the 1997 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 1997 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 the bonds of the 1997 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 1997 Series may, subject to certain limitations set forth in the Mortgage, 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 June 1	Regular Redemption Prices	Special Redemption Prices	If Redeemed During 12 Months' Period Beginning June 1	Regular Redemption Prices	Special Redemption Prices
1967	109.01%	102.76%	1982	104.35%	101.96%
1968	108.70%	102.72%	1983	104.04%	101.88%
1969	108.39%	102.69%	1984	103.73%	101.79%
1970	108.08%	102.65%	1985	103.42%	101.69%
1971	107.77%	102.61%	1986	103.11%	101.59%
1972	107.46%	102.57%	1987	102.80%	101.49%
1973	107.15%	102.52%	1988	102.49%	101.38%
1974	106.84%	102.47%	1989	102.18%	101.26%
1975	106.53%	102.42%	1990	101.87%	101.13%
1976	106.22%	102.37%	1991	101.56%	101.00%
1977	105.91%	102.31%	1992	101.25%	100.86%
1978	105.60%	102.25%	1993	100.94%	100.71%
1979	105.29%	102.18%	1994	100.63%	100.55%
1980	104.98%	102.11%	1995	100.38%	100.38%
1981	104.67%	102.04%	1996	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 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 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.

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 or one of its Assistant Treasurers to be attached hereto.

Dated, June 1, 1967.

PENNSYLVANIA ELECTRIC COMPANY,

By .....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1997 SERIES]

$31.25 No.

On , , 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, upon surrender of this coupon at its office or agency in the Borough of Manhattan, The City of New York, the amount shown hereon (being six months' interest then due on said bond) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, as specified in its First Mortgage Bond, 6¼% Series due 1997, No. . This coupon shall be treated as negotiable.

Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1997 SERIES]

The form of fully registered bond of the 1997 Series shall be substantially the same as the form of coupon bond of the 1997 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 1997 Series:

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

$ 6¼% Series due 1997 No.

Due June 1, 1997

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,
Dollars on June 1, 1997, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on June 1 and December 1 of each year, at the rate of six and one-quarter per centum (6¼%) per annum, at said office or agency in like coin or currency, from the first day of June or December, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a June 1 or December 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to December 1, 1967, in which case from June 1, 1967), 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 in 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 1997 Series when executed by the Company and authenticated by the Trustee, as in the Mortgage provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, 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 (*a*) to carry out more effectually the purposes of the Original Indenture; (*b*) expressly 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 clauses thereof; (*c*) 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 (*d*) 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

WHEREAS, 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 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 1997 Series; and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of carrying out the purposes of the Original Indenture, of expressly subjecting additional property to the lien of the Mortgage, of setting forth the terms and provisions of the 1997 Series Bonds and the forms of the bonds of the 1997 Series and the coupons appertaining thereto, and of setting forth such 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, as amended, in such of the aforesaid property as may by law be subjected to such a security interest, 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 ensealing and delivery hereof, and other valuable consideration, 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 properties of the Company described or mentioned below, 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, other mineral land mining rights and privileges, coal storage yards, pole yards, 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, together with all furniture and fixtures located in the aforesaid buildings, and all land 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 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, owned by the Company;

And all of the other property, real, personal or mixed, 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 anywise 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 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 of the foregoing kinds or any other kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

And all the items of the kinds hereinabove mentioned including those thereof now owned by the Company and those thereof hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land situate as set forth in Schedule A, attached hereto and hereby made a part hereof, and buildings and improvements thereon erected, 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 set forth by the conveyances set forth in said Schedule A to which conveyances reference is made for a more particular description;

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 or 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 hereafter acquired by the Company (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, any property hereinbefore mentioned which has been released by the Trustee from the lien of the Mortgage or disposed of by the Company in accordance with the provisions of the Mortgage prior to the date of the execution and delivery of this Supplemental Indenture, and 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 and from the lien and operation of the Mortgage, 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 trust 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 properties mentioned above; 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 the execution and delivery 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 Mortgage;

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.

1997 Series Bonds.

Section 1.01. The bonds of the 1997 Series shall be designated as is hereinabove specified for such designation, in the recital immediately preceding the form of the coupon bonds of the 1997 Series Bonds.

Section 1.02. All coupon bonds of the 1997 Series shall be dated June 1, 1967, and shall bear interest from such date. Each fully registered bond of the 1997 Series shall be dated the date of issue, and shall bear interest from the first day of June or December, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a June 1 or December 1 to which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to December 1, 1967, in which case they shall bear interest from June 1, 1967.

Section 1.03. Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1997 Series shall be payable on June 1, 1997, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and shall bear interest, payable in like coin or currency, at the rate per annum and from the respective dates specified in the forms of the bonds of the 1997 Series hereinbefore set forth in the recitals hereof, payable semi-annually on June 1 and December 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of and interest on the bonds of the 1997 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

SECTION 1.04. (*a*) All bonds of the 1997 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 1997 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 table under "Regular Redemption Prices" in the form of coupon bond of the 1997 Series set forth in the recitals hereof, together with accrued interest to the date of redemption.

(*b*) All bonds of the 1997 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 with accrued interest to the date of redemption, provided, however, that on any such redemption the portion of such cash applied to the redemption of 1997 Series Bonds at the applicable Special Redemption Price shall not exceed that fraction of such cash which is equal to the ratio of (i) the aggregate principal amount of 1997 Series Bonds outstanding at that time to (ii) the aggregate principal amount of bonds of all series outstanding at that time.

(*c*) 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.

SECTION 1.05. Coupon bonds of the 1997 Series shall be issuable in the denomination of $1,000 and shall be registrable as to principal. Fully registered bonds of such 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 such 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 such Series shall be substantially in the forms thereof hereinbefore recited, respectively.

ARTICLE II.

Miscellaneous.

SECTION 2.01. The Company covenants and agrees that, so long as any of the bonds of the 1997 Series shall be secured by the lien of the Mortgage, the following provisions of the following aforesaid Supplemental Indentures shall be effective, and the Company will observe and perform each and all of the conditions and of its covenants and agreements therein set forth, as if the bonds of the 1997 Series were specified therein:

(*a*) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by paragraph (a) of Section 2.01 of Article II of the Supplemental Indenture dated as of August 1, 1959.

(*b*) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949.

(*c*) Section 1 of Artice III of the Supplemental Indenture dated as of October 1, 1951.

(*d*) Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1953. Subsection (*D*) thereof as heretofore amended is hereby further amended to read as follows:

> "(*D*) The provisions of this Section shall be effective only so long as any of the 1983 Series or of the 1984 Series or of the 1986 Series or of the 1988 Series or of the 1989 Series or of the 1990 Series or of the 1991 Series or of the 1994 Series or of the 1996 Series or of the 1997 Series bonds shall be outstanding, and may be waived by the holders of not less than 75% in aggregate principal amount of all bonds specifically entitled to the benefit of the covenants set forth in this Section (which need not include 75% in principal amount of the then outstanding 1983 Series or 1984 Series or 1986 Series or 1988 Series or 1989 Series or 1990 Series or 1991 Series or 1994 Series or 1996 Series or 1997 Series bonds or any other series of bonds specifically entitled to the benefit of such covenants), outstanding at the time of such acquisition, by a consent given in writing or given at a meeting of the holders of the 1983 Series and 1984 Series and 1986 Series and 1988 Series and 1989 Series and 1990 Series and 1991 Series and 1994 Series and 1996 Series and 1997 Series bonds and such other bonds, if any, held pursuant to the applicable provisions of Article XVI of the Original Indenture. Moreover, none of the provisions of subsection (B) of this Section shall be applicable to any acquisition of property ordered, approved or permitted by the Securities and Exchange Commission under the provisions of the Public Utility Holding Company Act of 1935 as then in force, or by any successor regulatory body of the United States of America having jurisdiction in the premises."

(*e*) Section 2 of Article II of the Supplemental Indenture dated as of May 1, 1956.

SECTION 2.02. The table of contents and the titles of the Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

SECTION 2.03. As amended and supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2.04. 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, 1001 Broad Street, Johnstown, Pennsylvania 15907. The secured party and its address from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, Corporate Trust Division, 16 Wall Street, New York, New York 10015.

IN WITNESS WHEREOF, on this 9th day of June, 1967, 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 .....
R. A. Gallagher,
Vice President.

[CORPORATE SEAL]

Attest: .....
R. F. Pruner,
Secretary.

In the presence of:

.....
A. D. Fass

.....
Ann P. Lundy

BANKERS TRUST COMPANY,

By .....
G. R. Ince,
Vice President.

[CORPORATE SEAL]

Attest: .....
James F. Conlan,
Assistant Secretary.

In the presence of:

.....
A. D. Fass

.....
Ann P. Lundy

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

On this 9th day of June, 1967, before me, THOMAS J. MOSKIE, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. A. GALLAGHER, 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.

THOMAS J. MOSKIE
Notary Public, State of New York
No. 24-8037350
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1968

[NOTARIAL SEAL]

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

On this 9th day of June, 1967, before me, THOMAS J. MOSKIE, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared G. R. INCE, 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.

Thomas J. Moskie

THOMAS J. MOSKIE
Notary Public, State of New York
No. 24-8037350
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1968

[NOTARIAL SEAL]

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

On the 9th day of June, in the year 1967, before me personally came R. A. GALLAGHER, 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.

Thom J. Moskie

THOMAS J. MOSKIE
Notary Public, State of New York
No. 24-8037350
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1968

[NOTARIAL SEAL]

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

On the 9th day of June, in the year 1967, before me personally came G. R. INCE, to me known, who, being by me duly sworn, did depose and say that he resides in Garden City, New York; 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.

THOMAS J. MOSKIE
Notary Public, State of New York
No. 24-8037350
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1968

[NOTARIAL SEAL]

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 .....
James F. Conlan,
Assistant Secretary.

SCHEDULE A

Armstrong County, Pennsylvania

(4) ALL THAT CERTAIN parcel of land situate in the Township of Plumcreek, County of Armstrong, Pennsylvania, as and to the extent conveyed by Atlantic City Electric Company *et al.* to Pennsylvania Electric Company by deed dated July 20, 1966 and recorded in the Office of the Recorder of Deeds in and for Armstrong County, Pennsylvania, in Deed Book Vol. 499, page 441.

Erie County, Pennsylvania

(146) ALL THOSE CERTAIN parcels of land situate in the City of Erie, County of Erie, Pennsylvania, as and to the extent conveyed by Max F. Brevillier *et ux. et al.* to Pennsylvania Electric Company by deed dated January 25, 1966 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book Vol. 933, page 483.

(147) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Hugh D. King *et ux.* to Pennsylvania Electric Company by deed dated June 23, 1966 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book Vol. 942, page 357.

(148) ALL THAT CERTAIN parcel of land situate in the City of Corry, County of Erie, Pennsylvania, as and to the extent conveyed by Carl J. Peterson *et ux. et al.* to Pennsylvania Electric Company by deed dated October 20, 1966 and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book Vol. 950, page 84.

Indiana County, Pennsylvania

(57) ALL THAT CERTAIN parcel of land situate in the Township of East Wheatfield, County of Indiana, Pennsylvania, as and to the extent conveyed by Charles A. Saloom *et ux.* to Pennsylvania Electric Company by deed dated August 3, 1966 and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Vol. 554, page 15.

Wyoming County, Pennsylvania

(11) ALL THAT CERTAIN parcel of land situate in the Township of Washington, County of Wyoming, Pennsylvania, as and to the extent conveyed by The Charmin Paper Products Company to Pennsylvania Electric Company by deed dated August 9, 1966 and recorded in the Office of the Recorder of Deeds in and for Wyoming County, Pennsylvania, in Deed Book Vol. 163, page 72.

RECORDATION DATA

PENNSYLVANIA

County	Date Recorded	Mortgage Book No.	Page
Armstrong	June 12, 1967	224	4
Bedford	June 12, 1967	87	527
Blair	June 12, 1967	665	319
Bradford	June 12, 1967	280	595
Cambria	June 12, 1967	400	188
Cameron	June 12, 1967	PP	321
Centre	June 12, 1967	207	223
Clarion	June 12, 1967	76	239
Clearfield	June 12, 1967	221	460
Clinton	June 12, 1967	109	587
Crawford	June 12, 1967	301	562
Cumberland	June 13, 1967	490	192
Elk	June 12, 1967	98	597
Erie	June 12, 1967	818	261
Forest	June 12, 1967	25	593
Franklin	June 12, 1967	280	662
Huntingdon	June 12, 1967	124	703
Indiana	June 12, 1967	215	234
Jefferson	June 12, 1967	116	486
Juniata	June 12, 1967	42	427
Lackawanna	June 12, 1967	568	153
Lycoming	June 12, 1967	307	154
McKean	June 13, 1967	334	581
Mifflin	June 12, 1967	61	567
Perry	June 12, 1967	51	209
Potter	June 12, 1967	79	273
Somerset	June 12, 1967	192	528
Sullivan	June 12, 1967	24	204
Susquehanna	June 13, 1967	144	40
Tioga	June 13, 1967	169	581
Venango	June 12, 1967	394	506
Warren	June 12, 1967	199	221
Wayne	June 12, 1967	127	739
Westmoreland	June 12, 1967	1268	692
Wyoming	June 12, 1967	72	1110

MARYLAND

		Liber	Folio
Garrett	June 12, 1967	R.L.D. No. 279	116