



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

11733

RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

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

Attention: Secretary

Dear Sir:

No. 0-120A120

Date APR 29 1980

Fee \$ 340.00

ICC Washington, D. C.

RECEIVED  
APR 29 9 19 AM '80  
FEE OPERATION BR.  
I.C.C. STATION 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*  
*C Aug 27 1980*  
*30 Supple 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.

RECORDATION NO. 11733-21 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 *December 1, 1974* 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)

[CONFORMED COPY WITH  
RECORDATION DATA]

RECORDATION NO. 11733-<sup>u</sup>  
Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

**PENNSYLVANIA ELECTRIC COMPANY**

**AND**

**BANKERS TRUST COMPANY,**

*Trustee*

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**Supplemental Indenture**

**(First Mortgage Bond, 1% Series due 1975-1984)**

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**Dated as of December 1, 1974**

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SUPPLEMENTAL INDENTURE, dated as of December 1, 1974, 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, November 1, 1966, as of June 1, 1967, as of August 1, 1968, as of May 1, 1969, as of April 1, 1970, as of December 1, 1971, as of July 1, 1973, and as of June 1, 1974, 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, if any, of each series 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 bond which shall be designated as "First Mortgage Bond, 1% Series due 1975-1984" (hereinafter sometimes referred to as the "1975-1984 Series Bond" or the "bond of the 1975-1984 Series"), which said bond of the 1975-1984 Series is to be substantially in the following form:

[FORM OF FACE OF 1975-1984 SERIES BOND]

PENNSYLVANIA ELECTRIC COMPANY  
(Incorporated under the laws of the  
Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 1% SERIES DUE 1975-1984

\$840,000

No. 1

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, at the office or agency of the Company in the Borough of Manhattan, The City of New York, Eight Hundred Forty Thousand Dollars, at the respective times and in the respective amounts (shown under the columns entitled "Principal Payable") set forth in the following table, 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 from December 27, 1974 in like currency and at said office or agency, at the rate of One per centum (1%) per annum, at the respective times and in the respective amounts (shown under the columns entitled "Interest Payable") set forth in the following table:

[There will be inserted here the same table of dates and principal and interest payment amounts as is set forth in this Supplemental Indenture under Article I, Section 1.03.]

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 said Mortgage from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for. The principal and interest payable on the respective payment dates set forth in the foregoing table will be paid to the person in whose name this bond is registered on such payment dates.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The 1975-1984 Series Bond has not been registered under the Securities Act of 1933 and no transfer of this bond, or interest therein, to a United States person may be made without compliance with the terms thereof.

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.

## [FORM OF REVERSE OF 1975-1984 SERIES BOND]

PENNSYLVANIA ELECTRIC COMPANY  
(Incorporated under the laws of the  
Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND, 1% SERIES DUE 1975-1984

This bond constitutes one series of an issue of bonds of the Company (hereinafter 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 the bond of a series known as its First Mortgage Bond, 1% Series due 1975-1984 (hereinafter sometimes referred to as the "1975-1984 Series Bond"), all bonds of all series issued and to be issued under and equally and ratably secured (except insofar 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 indentures 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 1975-1984 Series Bond is issuable only as a fully registered bond.

The 1975-1984 Series Bond may be redeemed, at the option of the Company, on any of the foregoing payment dates, as a whole or from time to time in part, after notice mailed to the registered holder of such bond directed to his registered address, at one hundred per centum (100%) of the principal amount so redeemed, together with accrued interest thereon to the date of redemption (the "Redemption Price"); and the 1975-1984 Series Bond 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 Price.

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 transferable as prescribed in and subject to the limitations contained 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 thereupon, a

new fully registered bond of the same series and for the same principal amount as the then remaining unpaid balance of principal hereunder, in accordance with the data set forth in the table on the face of this bond will be issued to the transferee in exchange herefor as provided in the Mortgage without charge except for any tax or taxes or other governmental charges incident to such transfer. 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 any payment of principal or interest hereunder 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.

;and

WHEREAS, all acts and things prescribed by law and by the charter and by-laws of the Company necessary to make the bond of the 1975-1984 Series when executed by the Company and authenticated by the Trustee, as in the Mortgage provided, a valid, binding and legal obligation of the Company, entitled in all respects to the security of the Mortgage, have been performed; and

WHEREAS, provision is made in Section 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 set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons, if any, of such series; and (b) 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, 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 the bond of the 1975-1984 Series; and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of setting forth the terms and provisions of the bond of the 1975-1984 Series and the form of the bond of the 1975-1984 Series, and of setting forth such further covenants, restrictions and conditions; and

WHEREAS, the execution and delivery of this Supplemental Indenture have 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 the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

ARTICLE I.

1975-1984 Series Bond.

SECTION 1.01 The bond of the 1975-1984 Series shall be designated "First Mortgage Bond, 1% Series due 1975-1984", which Series is limited to the aggregate principal amount of \$840,000 at any one time outstanding, except to the extent otherwise provided in Section 2.05 of the Original Indenture.

SECTION 1.02 The bond of the 1975-1984 Series shall be dated the date of its authentication and shall bear interest from December 27, 1974.

SECTION 1.03 Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, principal of the 1975-1984 Series Bond shall be payable at the respective times and in the respective amounts (shown under the columns entitled "Principal Payable") set forth in the following table and shall be payable in such currency of the United States of America as at the time

of payment is legal tender for the payment of public and private debts; the 1975-1984 Series Bond shall bear interest payable in like currency at the respective times and in the respective amounts (shown under the columns entitled "Interest Payable") set forth in the following table. Unless otherwise provided, principal of and interest on the bond of the 1975-1984 Series shall be payable at the office or agency of the Company in the Borough Of Manhattan, The City of New York.

<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>
1/27/75	\$6,639.09	\$ 697.91
2/27/75	6,644.62	692.38
3/27/75	6,650.16	686.84
4/27/75	6,655.70	681.30
5/27/75	6,661.24	675.76
6/27/75	6,666.80	670.20
7/27/75	6,672.35	664.65
8/27/75	6,677.91	659.09
9/27/75	6,683.48	653.52
10/27/75	6,689.05	647.95
11/27/75	6,694.62	642.38
12/27/75	6,700.20	636.80
1/27/76	6,705.78	631.22
2/27/76	6,711.37	625.63
3/27/76	6,716.96	620.04
4/27/76	6,722.56	614.44
5/27/76	6,728.16	608.84
6/27/76	6,733.77	603.23
7/27/76	6,739.38	597.62
8/27/76	6,745.00	592.00
9/27/76	6,750.62	586.38
10/27/76	6,756.24	580.76
11/27/76	6,761.87	575.13
12/27/76	6,767.51	569.49
1/27/77	6,773.15	563.85
2/27/77	6,778.79	558.21
3/27/77	6,784.44	552.56
4/27/77	6,790.09	546.91
5/27/77	6,795.75	541.25
6/27/77	6,801.42	535.58

<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>
7/27/77	\$6,807.08	\$ 529.92
8/27/77	6,812.76	524.24
9/27/77	6,818.43	518.57
10/27/77	6,824.12	512.88
11/27/77	6,829.80	507.20
12/27/77	6,835.49	501.51
1/27/78	6,841.19	495.81
2/27/78	6,846.89	490.11
3/27/78	6,852.60	484.40
4/27/78	6,858.31	478.69
5/27/78	6,864.02	472.98
6/27/78	6,869.74	467.26
7/27/78	6,875.47	461.53
8/27/78	6,881.20	455.80
9/27/78	6,886.93	450.07
10/27/78	6,892.67	444.33
11/27/78	6,898.41	438.59
12/27/78	6,904.16	432.84
1/27/79	6,909.92	427.08
2/27/79	6,915.67	421.33
3/27/79	6,921.44	415.56
4/27/79	6,927.21	409.79
5/27/79	6,932.98	404.02
6/27/79	6,938.76	398.24
7/27/79	6,944.54	392.46
8/27/79	6,950.32	386.68
9/27/79	6,956.12	380.88
10/27/79	6,961.91	375.09
11/27/79	6,967.71	369.29
12/27/79	6,973.52	363.48
1/27/80	6,979.33	357.67
2/27/80	6,985.15	351.85
3/27/80	6,990.97	346.03
4/27/80	6,996.80	340.20
5/27/80	7,002.63	334.37
6/27/80	7,008.46	328.54
7/27/80	7,014.30	322.70
8/27/80	7,020.15	316.85
9/27/80	7,026.00	311.00
10/27/80	7,031.85	305.15
11/27/80	7,037.71	299.29
12/27/80	7,043.58	293.42
1/27/81	7,049.45	287.55
2/27/81	7,055.32	281.68
3/27/81	7,061.20	275.80
4/27/81	7,067.08	269.92
5/27/81	7,072.97	264.03
6/27/81	7,078.87	258.13
7/27/81	7,084.77	252.23

<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>
8/27/81	\$7,090.67	\$ 246.33
9/27/81	7,096.58	240.42
10/27/81	7,102.49	234.51
11/27/81	7,108.41	228.59
12/27/81	7,114.34	222.66
1/27/82	7,120.26	216.74
2/27/82	7,126.20	210.80
3/27/82	7,132.14	204.86
4/27/82	7,138.08	198.92
5/27/82	7,144.03	192.97
6/27/82	7,149.98	187.02
7/27/82	7,155.94	181.06
8/27/82	7,161.90	175.10
9/27/82	7,167.87	169.13
10/27/82	7,173.84	163.16
11/27/82	7,179.82	157.18
12/27/82	7,185.81	151.19
1/27/83	7,191.79	145.21
2/27/83	7,197.79	139.21
3/27/83	7,203.79	133.21
4/27/83	7,209.79	127.21
5/27/83	7,215.80	121.20
6/27/83	7,221.81	115.19
7/27/83	7,227.83	109.17
8/27/83	7,233.85	103.15
9/27/83	7,239.88	97.12
10/27/83	7,245.91	91.09
11/27/83	7,251.95	85.05
12/27/83	7,257.99	79.01
1/27/84	7,264.04	72.96
2/27/84	7,270.10	66.90
3/27/84	7,276.15	60.85
4/27/84	7,282.22	54.78
5/27/84	7,288.29	48.71
6/27/84	7,294.36	42.64
7/27/84	7,300.44	36.56
8/27/84	7,306.52	30.48
9/27/84	7,312.61	24.39
10/27/84	7,318.70	18.30
11/27/84	7,324.80	12.20
12/27/84	7,330.91	6.09

The person in whose name the 1975-1984 Series Bond is registered on the respective payment dates set forth in the foregoing table shall be entitled to receive the principal and interest payable on such payment dates. At the option of such person, evidenced by a written request made to the Company and the Trustee, such payments shall be made by check mailed by first class United States Mail to the registered address of such person, and shall be made without surrender of the 1975-1984 Series Bond for notation of payment, except that the payment due December 27, 1984 shall be made only upon surrender of the 1975-1984 Series Bond; in which event the holder of the 1975-1984 Series Bond shall, before selling, transferring or otherwise disposing of the 1975-1984 Series Bond, present the 1975-1984 Series Bond to the Trustee for notation thereon of the amount of all payments of principal previously made thereon.

SECTION 1.04 (a) The 1975-1984 Series Bond may be redeemed at the option of the Company, on any of the foregoing payment dates, as a whole, or from time to time in part, after notice mailed to the registered holder of such bond directed to his registered address, at one hundred per centum (100%) of the principal amount so redeemed, together with accrued interest thereon to the date of redemption (the "Redemption Price").

(b) The 1975-1984 Series Bond 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 Section 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 Price.

(c) If at the time of the 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 bond, to redeem all of such bond 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.

(d) Upon each partial redemption of the 1975-1984 Series Bond, the principal amount of the redemption payment shall be applied against the unpaid principal payments provided for in Section 1.03 hereof as the Company may direct. In connection with any such redemption, the table set forth in the 1975-1984 Series Bond specifying payments on account of principal and interest shall be appropriately revised as the Company may direct, with approval of the holder of the 1975-1984 Series Bond, all as

evidenced to the Trustee, and the amount of such redemption shall be endorsed upon the 1975-1984 Series Bond.

SECTION 1.05 The bond of the 1975-1984 Series shall be issuable only as a fully registered bond, and shall be substantially in the form hereinabove recited.

SECTION 1.06 The last sentence of Section 2.03 of the Original Indenture shall not apply to the bond of the 1975-1984 Series. In case less than all of the principal amount of the bond of the 1975-1984 Series at the time outstanding is called for redemption, the Company shall not be required to transfer or exchange the bond of the 1975-1984 Series for a period of 10 days before the mailing of a notice of redemption, to transfer or exchange the bond of the 1975-1984 Series called for redemption in its entirety or to transfer or exchange any portion of the bond of the 1975-1984 Series which portion has been called for redemption.

SECTION 1.07 The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or transfer

of the 1975-1984 Series Bond, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange, transfer or registration thereof.

ARTICLE II.

Miscellaneous.

SECTION 2.01 The Company covenants and agrees that, so long as the bond of the 1975-1984 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 bond of the 1975-1984 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 Article 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 or of the 1998 Series or of the 1999 Series or of the 2000 Series or of the 2001 Series or of the 2003 Series or of the 2004 Series or of the 1975-1984 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 or 1998 Series or 1999 Series or 2000 Series or 2001 Series or 2003 Series or 2004 Series or 1975-1984 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 and 1998 Series and 1999 Series and 2000 Series and 2001 Series and 2003 Series and 2004 Series and 1975-1984 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.

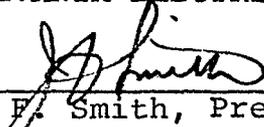
SECTION 2.02 The table of contents and the titles of the Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

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.

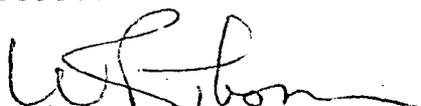
IN WITNESS WHEREOF, on this 11th day of December, 1974, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and <sup>on this 16th day of December, 1974,</sup> ~~and~~ BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by an Assistant Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary.

PENNSYLVANIA ELECTRIC COMPANY,

By   
J. F. Smith, President

[CORPORATE SEAL]

Attest:

  
W. R. Thomas, Secretary

In the presence of:

  
J. M. Schreier  
  
E. Simmons

BANKERS TRUST COMPANY,

By *W. L. Tischler*  
W. L. Tischler,  
Assistant Vice President

[CORPORATE SEAL]

Attest:

*June A. Gräber*  
June A. Gräber,  
Assistant Secretary

In the presence of:

*K. McGraw*  
K. McGraw

*S. D. Mineo*  
S. D. Mineo

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF CAMBRIA )

On this 11th day of December, 1974, before me, Susan M. Bopp, a Notary Public for the Commonwealth and County aforesaid, the undersigned officer, personally appeared J. F. Smith, who acknowledged himself to be the President of Pennsylvania Electric Company, a corporation, and that he as such 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 President.

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

*Susan M Bopp*  
\_\_\_\_\_  
Notary Public

My Commission expires:

SUSAN M. BOPP, Notary Public  
Johnstown, Cambria County, Pa.  
My Commission Expires August 7, 1974

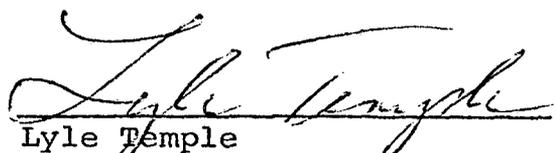
[Notarial Seal]

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

On this 16th day of December, 1974, before me, Lyle Temple, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared W. L. Tischler, who acknowledged himself to be an Assistant Vice President of Bankers Trust Company, a corporation, and that he as such Assistant 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 Assistant 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.



Lyle Temple  
 Notary Public, State of New York  
 No. 30-3948960  
 Qualified in Nassau County  
 Certificate filed in New York  
 County  
 Commission Expires March 30, 1975

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF CAMBRIA )

On the 11th day of December, in the year 1974, before me personally came J. F. Smith, to me known, who, being by me duly sworn, did depose and say that he resides in Johnstown, Pennsylvania; that he is the 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.

Susan M Bopp  
Notary Public

My Commission expires:  
SUSAN M. BOPP, Notary Public  
Johnstown, Cambria County, Pa.  
My Commission Expires August 7, 1978

[Notarial Seal]

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

On the 16th day of December, in the year 1974, before me personally came W. L. Tischler, to me known, who, being by me duly sworn, did depose and say that he resides in Westfield, New Jersey; that he is an Assistant 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.

  
 Lyle Temple  
 Notary Public, State of New York  
 No. 30-3948960  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Commission Expires March 30, 1975

[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 

---

W. L. Tischler,  
Assistant Vice President

Supplemental Indenture dated as of December 1, 1974

RECORDATION DATA

PENNSYLVANIA

<u>COUNTY</u>	<u>DATE RECORDED</u>	<u>MORTGAGE BOOK</u>	<u>PAGE</u>
Armstrong	December 18, 1974	252	387
Bedford	December 19, 1974	111	157
Blair	December 19, 1974	747	543
Bradford	December 18, 1974	321	1069
Cambria	December 18, 1974	479	653
Cameron	December 18, 1974	BBB	228
Centre	December 19, 1974	250	900
Clarion	December 19, 1974	092	614
Clearfield	December 17, 1974	305	561
Clinton	December 18, 1974	136	580
Crawford	December 19, 1974	350	154
Cumberland	December 18, 1974	585	137
Dauphin	December 19, 1974	Y-52	734
Elk	December 18, 1974	118	535
Erie	December 19, 1974	992	548
Forest	December 18, 1974	29	815
Franklin	December 18, 1974	339	458
Huntingdon	December 18, 1974	159	13
Indiana	December 18, 1974	257	517
Jefferson	December 18, 1974	136	734
Juniata	December 18, 1974	51	343
Lackawanna	December 18, 1974	698	448
Lycoming	December 18, 1974	474	53
McKean	December 19, 1974	368	502
Mifflin *	February 6, 1975*	89	639
Perry	December 19, 1974	75	426
Potter	December 18, 1974	93	781
Somerset	December 20, 1974	230	453
Sullivan	December 18, 1974	30	005
Susquehanna	December 19, 1974	175	773
Tioga	December 18, 1974	193	23
Venango	December 19, 1974	426	389
Warren	December 18, 1974	222	946
Wayne	December 18, 1974	161	474
Westmoreland	December 18, 1974	1421	627
Wyoming	December 18, 1974	93	813

MARYLAND

		<u>LIBER</u>	<u>FOLIO</u>
Garrett	December 18, 1974	R.L.D. 355	330

\*Mifflin County - re-recorded this date.

Original document recorded December 18, 1974

at Mortgage Book 89, page 334 omitted page 29.