

Penelec / GPU

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

11733

RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

11733A-
RECORDATION NO. Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

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

Attention: Secretary

Dear Sir:

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

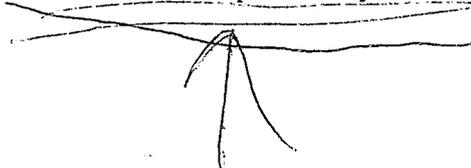
RECEIVED
APR 29 9 19 AM '80
I.C.C. COMM. BR.
FEE OPERATION BR.

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.

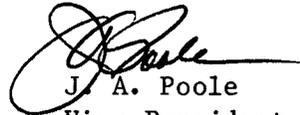


Mitchell and Bob
Copy to Mr. [unclear] for 30 Supple x 1 Bond

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.

11733 *DA*
RECORDATION NO. 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, 1979* 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)

11733

RECORDATION NO. 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, 11¾% Series due June 1, 1999)

Dated as of June 1, 1979

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SUPPLEMENTAL INDENTURE, dated as of June 1, 1979, 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, as of June 1, 1974, as of December 1, 1974, as of August 1, 1975, as of December 1, 1975, as of April 1, 1976, as of June 1, 1976, as of July 1, 1976, as of November 1, 1976, as of November 30, 1977, as of December 1, 1977, and as of June 1, 1978, 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 bonds, which shall be designated as "First Mortgage Bonds, 11 $\frac{3}{4}$ % Series due June 1, 1999" (hereinafter sometimes referred to as the "New Series Bonds" or the "bonds of the New Series" or the "June 1, 1999 Series Bonds"), which said bonds of the New Series are to be substantially in the following form:

[FORM OF FACE OF NEW SERIES BONDS]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND, 11 $\frac{3}{4}$ % SERIES DUE JUNE 1, 1999

\$

No.

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, 1999, 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, beginning December 1, 1979, at the rate of eleven and three-quarters per centum (11 $\frac{3}{4}$ %) per annum, at said office or agency, in like coin or currency, from June 29, 1979 or (subject to certain exceptions provided in the Mortgage hereinafter mentioned)

from the most recent interest payment date prior to the date of authentication hereof to which interest has been paid or duly provided for with respect to the bonds of this Series (unless the date of authentication hereof is a June 1 or December 1 to which interest has been paid or duly provided for, in which case from the date of authentication hereof), 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 interest so payable on any June 1 or December 1 will, subject to certain exceptions provided in said Mortgage, be paid to the person in whose name this bond (or the bond or bonds in exchange or substitution for which this bond was issued) was registered at the close of business on the fifteenth day of the calendar month next preceding such June 1 or December 1, or, if such fifteenth day is not a business day, on the next preceding business day.

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.

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.....
Vice President

Attest:

.....
Secretary

[FORM OF REVERSE OF NEW SERIES BONDS]

This bond is one 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 one of a series known as its First Mortgage Bonds, 11 $\frac{3}{4}$ % Series due June 1, 1999 (herein sometimes referred to as "bonds of this Series"), 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 bonds of this Series are issuable only as fully registered bonds in denominations of \$1,000 and any multiples of \$1,000. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to any transfer thereof.

Bonds of this Series shall not be redeemable in whole or in part except as described below.

On June 1, 1985 and on each June 1 thereafter continuing to and including June 1, 1998, a principal amount of bonds of this Series equal to six and two-thirds per centum ($6\frac{2}{3}\%$) of the aggregate principal amount of the bonds of this Series originally issued will be redeemed pursuant to the sinking fund for the bonds of this Series, at a redemption price of 100% of the principal amount thereof, together with accrued interest to the date of redemption. Notice with respect to any such redemption shall be mailed to each registered holder of bonds of this Series directed to its registered address not less than thirty days and not more than ninety days prior to the date of redemption. Failure to give any such notice shall not affect the Company's obligation to make any sinking fund payment, and no such notice of a sinking fund redemption shall be conditioned upon receipt of the redemption moneys by the Trustee before the date fixed for redemption.

Bonds of this Series shall be redeemable in whole at any time after May 31, 1989 and prior to maturity, or in part from time to time after May 31, 1989 and prior to maturity, at the option of the Company, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Redemption Prices", together with accrued interest to the date of redemption:

<u>If Redeemed During 12 Months' Period Beginning June 1</u>	<u>Redemption Prices</u>
1989	105.566
1990	104.948
1991	104.329
1992	103.711
1993	103.092
1994	102.474
1995	101.856
1996	101.237
1997	100.619
1998	100.000

Notice of any such redemption shall be given as described above, and no such notice shall be conditioned upon the receipt of the redemption moneys by the Trustee before the date fixed for redemption.

Bonds of this Series shall be redeemable in whole at any time prior to June 1, 1989 or in part from time to time prior to June 1, 1989, pursuant to redemption offers made by the Company and accepted by the registered holders of such bonds in accordance with subsection (d) of Section 1.04 of the Supplemental Indenture dated as of June 1, 1979, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Redemption Prices", together in each case with accrued interest to the date of redemption:

<u>If Redeemed During 12 Months' Period Beginning June 1</u>	<u>Redemption Prices</u>
1979	111.750
1980	111.132
1981	110.513
1982	109.894
1983	109.276
1984	108.658
1985	108.040
1986	107.421
1987	106.803
1988	106.184

Notice of any such redemption shall be given as described above, and no such notice shall be conditioned upon the receipt of the redemption moneys by the Trustee before the date fixed for redemption.

Bonds of this Series are also subject to acquisition by the Company at any time prior to maturity at a consideration of 100% of the principal amount of the bonds of this Series acquired, together with accrued interest to the date of acquisition, under certain circumstances as set forth in the Bond Purchase Agreements, dated June 28, 1979, between the Company and the original purchasers of the bonds of this Series, respectively.

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 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 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 this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal 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 bonds of the New 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, if any, 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 New 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 New Series Bonds and the form of the bonds of the New Series, 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, as in effect in the Commonwealth of Pennsylvania and in the State of Maryland, 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 thereof; 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 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 and interests in 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" insofar 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.

NEW SERIES BONDS.

SECTION 1.01 The bonds of the New Series shall be designated as is hereinabove specified for such designation, in the recital immediately preceding the form of the bonds of the New Series. The aggregate principal amount of the bonds of the New Series which may be initially authenticated and delivered shall be limited to Fifty Million Dollars (\$50,000,000) aggregate principal amount or such lesser aggregate principal amount as may be issued in the initial issue thereof. Except as provided in Sections 2.03, 2.04, 2.05, 8.03 and 17.04 of the Original Indenture, no bonds of the New Series shall be authenticated and delivered after such initial issue.

SECTION 1.02 Each bond of the New Series shall be dated the date of its authentication and shall bear interest from June 29, 1979 or from the most recent interest payment date prior to the date of authentication thereof to which interest has been paid or duly provided for with respect to the bonds of the New Series (unless the date of authentication of such bond of the New Series shall be a June 1 or December 1 to which interest has been paid or duly provided for, in which case from such June 1 or December 1); except that, so long as there is no existing default in the payment of interest on the bonds of the New Series, any bond of the New Series authenticated by the Trustee between the record date (as defined in Section 1.03 hereof) for any interest payment date and such interest payment date shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in payment of the interest due on such interest payment date, then any such bond of the New Series shall bear interest to that extent from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series, or, if no interest has been paid on bonds of the New Series, then from June 29, 1979.

SECTION 1.03 Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the New Series shall be payable on June 1, 1999, 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 form of the bonds of the New Series hereinbefore set forth in the recitals hereof, payable semi-annually on June 1 and December 1 of each year, beginning December 1, 1979, until maturity (whether at stated maturity 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 from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Except as otherwise provided in any agreement entered into as permitted by subsection (g) of Section 1.04 hereof, principal of and interest on the bonds of the New Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The persons in whose names bonds of the New Series are registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds of the New Series as provided for herein on a date subsequent to the record date and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and, except as otherwise provided in any agreement entered into as permitted by subsection (g) of Section 1.04 hereof, only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of any bond of the New Series upon any registration of transfer or exchange subsequent to the record date and prior to such interest payment date; provided, however, that if, and to the extent, the Company shall default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the persons in whose names outstanding bonds of the New Series are registered on the day immediately preceding the date of payment of such defaulted interest or, at the election of the Company, on a subsequent record date established by notice given by mail by or on behalf of the Company to the holders of bonds of the New Series not less than fifteen days preceding such subsequent record date. The term "record date" shall mean, with respect to any regular semi-annual interest payment date, the close of business on the fifteenth day of the calendar month next preceding such interest payment date (or if such fifteenth day is not a business day, the next preceding business day) or, in the case of defaulted interest, the close of business on any subsequent record date established as provided above.

SECTION 1.04 (a) Bonds of the New Series shall not be redeemable in whole or in part, except pursuant to this Section 1.04 and Article X of the Mortgage. Without limitation of the preceding sentence, no cash deposited with or received by the Trustee pursuant to Section 5.06, 5.07, 5.08, 5.15, 5.16, 5.22, 7.02, 9.02, 9.03, 9.04, 9.05 or 9.07 of the Mortgage shall be applied to redeem the bonds of the New Series, unless applied to make a redemption required or permitted by this Section 1.04 or Article X of the Mortgage, and bonds of the New Series shall not be

subject to designation for redemption under Section 9.06(a) of the Mortgage unless designated for a redemption required or permitted by this Section 1.04.

(b) The Company covenants that at least one day before June 1 of each year (the "Sinking Fund Redemption Date") beginning with the year 1985, it will pay to the Trustee in trust, as and for a mandatory sinking fund (the "Mandatory Sinking Fund") for the redemption of bonds of the New Series on the next succeeding Sinking Fund Redemption Date, an amount in cash (the "Mandatory Sinking Fund Payment") sufficient in each instance to redeem a principal amount of the bonds of the New Series equal to six and two-thirds per centum ($6\frac{2}{3}\%$) of the aggregate principal amount of the bonds of the New Series originally issued pursuant to this Supplemental Indenture, at a redemption price of 100% of the principal amount thereof, together with accrued interest to such Sinking Fund Redemption Date. So long as any bonds of the New Series remain outstanding, no redemption of bonds of the New Series pursuant to subsection (c) or (d) of this Section 1.04 shall reduce the amount of the Mandatory Sinking Fund Payment or the principal amount of the bonds of the New Series to be redeemed on any Sinking Fund Redemption Date.

This subsection (b) shall not require the Company to make any Mandatory Sinking Fund Payment in excess of the principal amount of bonds of the New Series then outstanding plus accrued interest thereon to the next following Sinking Fund Redemption Date.

Notice with respect to any redemption pursuant to this subsection (b) shall be mailed to each registered holder of bonds of the New Series directed to its registered address not less than thirty days and not more than ninety days prior to the redemption date. Failure to give any such notice shall not affect the Company's obligation to make any Mandatory Sinking Fund Payment, and no such notice of a Mandatory Sinking Fund redemption shall be conditioned upon receipt of the redemption moneys by the Trustee before the date fixed for redemption.

(c) Bonds of the New Series shall be redeemable in whole at any time after May 31, 1989 and prior to maturity, or in part from time to time after May 31, 1989 and prior to maturity, at the option of the

Company, after like notice, at the redemption prices (expressed in percentages of principal amount) set forth in the appropriate table under "Redemption Prices" in the form of bond of the New Series set forth in the recitals hereof, together with accrued interest to the date of redemption. Notice with respect to any redemption pursuant to this subsection (c) shall be mailed to each registered holder of bonds of the New Series directed to its registered address not less than thirty days and not more than ninety days prior to the redemption date. No such notice shall be conditioned upon receipt of the redemption moneys by the Trustee before the date fixed for redemption.

(d) Bonds of the New Series shall be redeemable in whole at any time prior to June 1, 1989, or in part from time to time prior to June 1, 1989, pursuant to redemption offers made by the Company and accepted by registered holders of such bonds as hereinbelow provided, at the redemption prices (expressed in percentages of principal amount) set forth in the appropriate table under "Redemption Prices" in the form of bond of the New Series set forth in the recitals hereof, together with accrued interest to the date of redemption. The Company may, at its option, by notice mailed to each registered holder of bonds of the New Series directed to its registered address, with a copy to the Trustee, offer to redeem bonds of the New Series in an aggregate principal amount (a multiple of \$1,000,000) designated in such offer on a redemption date (not less than ninety days and not more than one hundred and twenty days after the making of such offer) designated in such offer. No such notice shall be conditioned upon receipt of the redemption moneys by the Trustee before the date fixed for redemption. Any such offer not accepted by a holder within forty-five days of the making thereof shall be deemed to have been rejected by such holder. Any holder may accept such offer by delivering to the Company and the Trustee a written acceptance thereof specifying the principal amount of bonds of the New Series held by such holder which such holder tenders for redemption. If such offer is accepted by one or more holders ("Accepting Holders"), the Company shall redeem on the redemption date designated in such offer bonds of the New Series held by Accepting Holders in respective principal amounts determined by making an initial allocation of the aggregate principal amount which the

Company initially offered to redeem among the Accepting Holders in proportion to the respective aggregate outstanding principal amounts of bonds of the New Series held by each (subject to a maximum total allocation to any Accepting Holder equal to the principal amount tendered for redemption by such Accepting Holder), and by making successive allocations of any principal amount remaining unallocated in accordance with the same procedure until the entire principal amount which the Company initially offered to redeem shall have been allocated or each Accepting Holder shall have received a total allocation equal to the principal amount tendered for redemption by such Accepting Holder. Notice of such redemption shall be mailed to each registered holder of bonds of the New Series directed to its registered address not less than thirty and not more than ninety days prior to the redemption date, and shall set forth the principal amount of such bonds held by each Accepting Holder to be redeemed by the Company, after giving effect to the allocations referred to in the preceding sentence of this subsection (d).

(e) Notwithstanding Article VIII of the Mortgage or any other provision of the Mortgage, in case of any redemption of a part only of the bonds of the New Series pursuant to any of the provisions of this Section 1.04 (other than the provisions of subsection (d) of this Section 1.04), prior to notice of redemption being given the Trustee shall select the particular bonds (or portions of bonds in the principal amount of \$1,000 or multiples thereof) of the New Series so to be redeemed by allocating the principal amount of said bonds so to be redeemed among the registered holders of bonds of the New Series at the time outstanding in proportion to the respective unpaid principal amounts of said bonds then registered in their respective names, provided that

(i) the Trustee may, in its discretion, allocate an additional or lesser amount, not exceeding \$1,000, to any one or more registered holders of said bonds, to the end that the principal amount of said bonds registered in the name of any such holder so to be redeemed shall be \$1,000 or a multiple thereof;

(ii) in making such allocation, if the aggregate principal amount of said bonds registered in the name of any registered

holder of said bonds shall be \$1,000, the Trustee need not allocate any amount to such holder; and

(iii) the particular bonds (and portions thereof) registered in the name of any such holder to be redeemed shall be selected by the Trustee according to such method, which need not be by lot, as it in its discretion shall consider proper, avoiding where proper and practicable to do so the selection of portions of particular bonds rather than entire bonds for redemption.

If any registered holder of more than one bond of the New Series shall hold said bonds as nominee for more than one beneficial owner or shall hold said bonds for separate accounts and shall have so requested by written notice to the Trustee, the respective bonds of the New Series registered in the name of such holder shall be treated, for purposes of this subsection (e), as owned by separate registered holders. Forthwith upon any selection of bonds of the New Series for redemption pursuant to this subsection (e), the Trustee shall give written notice to the Company describing said bonds (or portions of bonds) so selected for redemption.

(f) The Company covenants that it will not, and will not permit any affiliate of the Company to, directly or indirectly purchase or otherwise acquire any of the outstanding bonds of the New Series except by way of payment or redemption in accordance with the provisions of the bonds of the New Series or the Mortgage or by way of purchase in accordance with the provisions of paragraph 9 of the separate Bond Purchase Agreements, dated June 28, 1979, between the Company and the original purchasers of the bonds of the New Series, respectively. Without limitation of the generality of the preceding sentence, the Company will not designate any bonds of the New Series for purchase pursuant to Section 8.06 of the Original Indenture.

(g) The Company may enter into a written agreement with an institutional holder of any bond of the New Series providing, so long as such holder or any nominee of such holder is the holder of any such bond, for payment of principal thereof and interest and premium, if any, thereon to be made directly to such holder by check mailed to an address specified therefor or by bank wire or interbank transfer of

immediately available funds for credit to a bank account specified therefor, or at such other address as such holder shall have designated to the Company and the Trustee in writing for such purpose, in each case without surrender or presentation of such bond to the Company or the Trustee or the making of any notation thereon, except that any bond to be paid or redeemed in full shall be surrendered at the office or agency of the Company in the Borough of Manhattan, City of New York for cancellation in order to receive payment, provided that such holder shall agree that, before disposing of any such bond, such holder will make a notation thereon of all principal payments previously made thereon and of the date to which interest thereon has been paid (and such holder will indemnify the Company and the Trustee against any and all costs, expenses and liabilities arising out of any payment of principal of or premium on any of such holder's bonds without presentment thereof to the Trustee), and will notify the Company and the Trustee of the name and address of the transferee of such bond. The Company covenants to deliver to the Trustee a true copy of each agreement entered into by the Company pursuant to this subsection (g), and no such agreement shall become effective for such purpose unless and until a true copy has been so delivered. The Company hereby authorizes the Trustee (and any paying agent for the bonds of the New Series) to comply with each such agreement so delivered to the Trustee, notwithstanding the provisions of the Mortgage and of the bonds of the New Series, and at the Trustee's discretion, to place a legend on any bonds of the New Series subject to any such agreement describing the terms thereof. The Company hereby indemnifies the Trustee (and each such paying agent) against all liabilities, if any, resulting from any acts or omissions on its part or on the part of the Company in connection with any such agreement.

SECTION 1.05 Bonds of the New Series shall be issuable only as fully registered bonds in denominations of \$1,000 and any multiples of \$1,000. Bonds of such Series shall be exchangeable at the option of the holders thereof, in like aggregate principal amounts, for bonds of such Series of other authorized denominations. Bonds of the New Series shall be substantially in the form thereof hereinbefore recited.

SECTION 1.06 The last sentence of Section 2.03 of the Original Indenture shall not apply to bonds of the New Series.

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 any bond of the New Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any transfer thereof.

ARTICLE II.

MISCELLANEOUS.

SECTION 2.01 The Company covenants and agrees that, so long as any of the bonds of the New 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 New 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 3 $\frac{1}{8}$ % Series due 1984 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 or of the August 1, 1984 Series or of the June 1, 2006 Series or of the July 1, 2006 Series or of the December 1, 2007 Series A or of the December 1, 2007 Series B or of the 2008 Series or of the June 1, 1999 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 3 $\frac{1}{8}$ % Series due 1984 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 or August 1, 1984 Series or June 1, 2006 Series or July 1, 2006 Series or December 1, 2007 Series A or December 1, 2007 Series B or 2008 Series or June 1, 1999 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 3 $\frac{1}{8}$ % Series due 1984 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 and August 1, 1984 Series and June 1, 2006 Series and July 1, 2006 Series and December 1, 2007 Series A and December 1, 2007 Series B and 2008 Series and June 1, 1999 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 Company covenants and agrees that, so long as any bonds of the New Series are outstanding, unless the holders of a majority in principal amount of such bonds at the time outstanding shall have consented thereto, the Company will not declare or pay any dividend (other than a dividend payable in common stock of the Company or in any other stock of the Company subordinate to its preferred stock) or make any other distribution on the common stock of the Company or on any other stock of the Company subordinate to its preferred stock, or purchase or otherwise acquire, directly or indirectly, any shares of common stock, preferred stock or other stock of the Company (other than by mandatory sinking fund redemptions of preferred stock of the Company outstanding on June 29, 1979), or make any loan or advance to, or guarantee or otherwise become contingently liable, directly or indirectly in connection with the obligations, stock or dividends of, or purchase or acquire any stock, obligations or securities of, or any interest in, or make any capital contributions to, the parent or any other affiliate of the Company other than a subsidiary of the Company (all of the foregoing being herein called "Restricted Payments") or permit any subsidiary of the Company to make or incur any Restricted Payment, if, after giving effect to the making or incurrence of such Restricted Payment, the aggregate amount involved in all Restricted Payments after December 31, 1978 would exceed the Company's earnings available for common stock (determined in accordance with generally accepted accounting principles, on a consolidated basis for the Company and its subsidiaries, if any) for the period (taken as one accounting period) commencing on January 1, 1979 and terminating at the end of the last fiscal quarter preceding the date of such Restricted Payment, provided that if the Company credits any shares of preferred stock of a class or series outstanding on June 29, 1979 voluntarily purchased or redeemed by the Company against a mandatory sinking fund redemption of such class or series or preferred stock, such voluntary purchase or redemption of such shares of preferred stock shall not be included in any computation (subsequent to such crediting) of the aggregate amount of Restricted Payments. The Company covenants and agrees that, so long as any bonds of the New Series are outstanding, unless the holders of a majority in principal

amount of such bonds at the time outstanding shall have consented thereto, the Company will not make or incur, or permit any subsidiary of the Company to make or incur, any Restricted Payment if, at the time of or after giving effect to such Restricted Payment, any of the following events shall have occurred and be continuing: (i) any "completed default" under Section 10.01 of the Mortgage or (ii) any default by the Company in any payment of principal of or premium, if any, or interest on any obligation (other than bonds outstanding under the Mortgage) for borrowed money (or any obligation under any conditional sale or other title retention agreement or any obligation issued or assumed as full or partial payment for property whether or not secured by purchase money mortgage or any obligation under notes payable or drafts accepted representing extensions of credit) beyond any period of grace provided with respect thereto, or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created (or any other default under any such agreement) if the effect of such default is to cause, or to permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause such obligation to become due prior to its stated maturity.

SECTION 2.03 The table of contents and the titles of the Articles of this Supplemental Indenture shall not be deemed to be any part thereof.

SECTION 2.04 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 2.05 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 an address of the secured party from which information concerning the security interest may be obtained are Bankers Trust Company, Trustee, 16 Wall Street, New York, New York 10015.

IN WITNESS WHEREOF, on this 27th day of June, 1979, 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 an Assistant 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. G. Baker*
R. G. Baker,
Vice President

[CORPORATE SEAL]

ATTEST:

J. W. Bonarrigo
J. W. BONARRIGO,
Assistant Secretary

In the presence of:

K. McGraw
K. McGraw

David J. Kolibachuk
David J. Kolibachuk

BANKERS TRUST COMPANY,

By *T. J. Moskie*
T. J. Moskie,
Assistant Vice President

[CORPORATE SEAL]

Attest:

Kieran Malone
Kieran Malone,
Assistant Secretary

In the presence of:

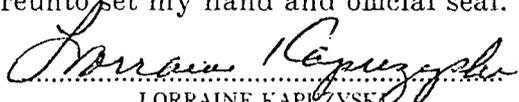
K. McGraw
K. McGraw

David J. Kolibachuk
David J. Kolibachuk

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On this 27th day of June, 1979, before me, Lorraine Kapuzyski, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. G. BAKER, 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.



LORRAINE KAPUZYSKI
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1980

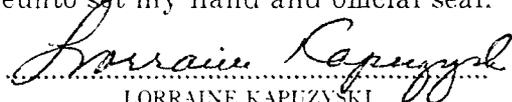
[NOTARIAL SEAL]

STATE OF NEW YORK
COUNTY OF NEW YORK ss.:

On this 27th day of June, 1979, before me, Lorraine Kapuzyski, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared T. J. MOSKIE, 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 an 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.



LORRAINE KAPUZYSKI
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1980

[NOTARIAL SEAL]

STATE OF NEW YORK
COUNTY OF NEW YORK

SS.:

On this 27th day of June, in the year 1979, before me personally came, R. G. BAKER, 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.



LORRAINE KAPUZYSKI
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1980

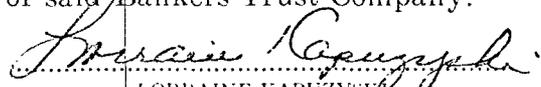
[NOTARIAL SEAL]

STATE OF NEW YORK
COUNTY OF NEW YORK

SS.:

On this 27th day of June, in the year 1979, before me personally came, T. J. MOSKIE, to me known, who, being by me duly sworn, did depose and say that he resides in New York, New York; 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.



LORRAINE KAPUZYSKI
Notary Public, State of New York
No. 43-4639783
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1980

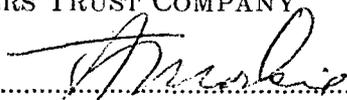
[NOTARIAL SEAL]

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


T. J. Moskie
Assistant Vice President

SCHEDULE A**BEDFORD COUNTY, PENNSYLVANIA**

(22) ALL THAT CERTAIN parcel of land situate in the Township of East St. Clair, County of Bedford, Pennsylvania, as and to the extent conveyed by Miriam S. Beckner, widow, to Pennsylvania Electric Company by deed dated December 7, 1978 and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania in Record Book Vol. 7, page 47.

CAMBRIA COUNTY, PENNSYLVANIA

(143) ALL THOSE CERTAIN parcels of land situate in the Township of Richland, County of Cambria, Pennsylvania, as and to the extent conveyed by Johnstown Industrial Park, Inc., a Pennsylvania non-profit corporation, to Pennsylvania Electric Company by deed dated September 18, 1974 and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania in Deed Book Vol. 1002, page 468.

FRANKLIN COUNTY, PENNSYLVANIA

(7) ALL THAT CERTAIN parcel of land situate in the Township of Fannett, County of Franklin, Pennsylvania, as and to the extent conveyed by W. Clift Piper, widower, to Pennsylvania Electric Company by deed dated June 13, 1978 and recorded in the Office of the Recorder of Deeds in and for Franklin County, Pennsylvania in Deed Book Vol. 762, page 299.

RECORDATION DATA

PENNSYLVANIA

<u>County</u>	<u>Date Recorded</u>	<u>Mortgage Book</u>	<u>Page</u>
Armstrong	June 28, 1979	278	892
Bedford	June 28, 1979	24*	20
Blair	June 28, 1979	804	522
Bradford	June 28, 1979	351	53
Cambria	June 28, 1979	533	147
Cameron	June 28, 1979	LLL	1
Centre	June 28, 1979	284	819
Clarion	June 28, 1979	105	518
Clearfield	June 28, 1979	358	410
Clinton	June 28, 1979	156	228
Crawford	June 28, 1979	385	707
Cumberland	June 28, 1979	664	420
Dauphin	June 28, 1979	46*	41
Elk	June 28, 1979	130	844
Erie	June 28, 1979	1221	225
Forest	June 28, 1979	32	366
Franklin	June 28, 1979	393	1
Huntingdon	June 28, 1979	178	33
Indiana	June 28, 1979	293	621
Jefferson	June 28, 1979	154	99
Juniata	June 28, 1979	62	368
Lackawanna	June 28, 1979	799	750
Lycoming	June 28, 1979	659	39
McKean	June 28, 1979	392	933
Mifflin	June 28, 1979	108	217
Perry	June 28, 1979	103	27
Potter	June 28, 1979	104	156
Somerset	June 28, 1979	257	550
Sullivan	June 28, 1979	33	907
Susquehanna	June 28, 1979	201	351
Tioga	June 28, 1979	216	467
Venango	June 28, 1979	450	976
Warren	June 28, 1979	240	607
Wayne	June 28, 1979	190	075
Westmoreland	June 28, 1979	1565	206
Wyoming	June 28, 1979	108	971

MARYLAND

		<u>Liber</u>	<u>Folio</u>
Garrett	June 28, 1979	C.C.D. 400	496

* Record Book