RECORDATION NO. 11737-A-Z Filed 1425 RECORDATION NO. 11737 Filed 1425

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INTERSTATE COMMERCE COMMISSION INTERSTATE COMMERCE COMMISSION

APR 29 1 46 PM '80

I.C.C.
FEE OPERATION BR

Met-Ed / GPU

Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215 929-3601

Writer's Direct Dial Number
215-921-6175

April 28, 1980

No. 0-120A124
Date APR 29 1980
Fee $ 300.00
ICC Washington, D. C.

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

Attention: Secretary

Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document:	Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto
Mortgagor:	Metropolitan Edison Company
Mortgagee:	Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York

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 20% undivided interest is such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% 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 Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of $300.00 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.

Very truly yours,

J. S. Bartman
Vice President

kz
Enclosures

Schedule A

This Schedule is attached to and part of letter dated April 28, 1980 from Metropolitan Edison Company to the Secretary of the Interstate Commerce Commission.

The following is a list of Supplemental Indentures which are presented for recording and are supplemental to the Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee:

	Supplemental Indenture dated (or dated as of):
1.	February 1, 1947 A
2.	December 1, 1950 B
3.	March 1, 1952 C
4.	May 1, 1953 - D
5.	July 1, 1954 - E
6.	October 1, 1954 F
7.	June 1, 1957 - G
8.	May 1, 1960 H
9.	December 1, 1962 - I
10.	July 1, 1965 - J
11.	June 1, 1966 - K
12.	September 1, 1968 L
13.	August 1, 1969 - M
14.	November 1, 1971 - N
15.	May 1, 1972 - O
16.	December 1, 1973 - P
17.	October 30, 1974 - Q
18.	March 20, 1975 - R
19.	September 25, 1975 - S
20.	January 12, 1976 - T
21.	March 1, 1976 - U
22.	September 28, 1977 - V
23.	January 1, 1978 - W
24.	September 1, 1978 X
25.	June 1, 1979 - Y
26.	January 1, 1980 Z

Interstate Commerce Commission

Washington, D.C. 20423

4/29/80

OFFICE OF THE SECRETARY

J.S. Bartman
Vice President
Metropolitan Edison Company
P.O.Box 542
Reading, Pennsylvania 19640

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C. 11303, on 4/29/80 at 1:45pm , and assigned re-recordation number(s). 11737 & 11737-A through Z

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 11737 Filed 1425
APR 29 1980 1 45 PM
INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,

Trustee.

Indenture

Dated November 1, 1944

LINCOLN *Engraving and* PRINTING *Corporation,* New York City.

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INDENTURE, dated the first day of November, 1944, made and entered into by and between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the "Company"), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the "Trustee"), party of the second part.

WHEREAS, the Company desires to borrow money from time to time for its corporate purposes and to issue its bonds therefor from time to time in one or more series, and to mortgage and pledge its property, hereinafter described or mentioned to secure the payment of the same, such bonds to be coupon bonds and/or fully registered bonds without coupons, authenticated by the certificate of the Trustee and issuable as in this Indenture hereinafter provided; and

WHEREAS, the coupon bonds of the initial series, known as First Mortgage Bonds, 2⅞% Series due 1974 (hereinafter referred to as the "1974 Series Bonds" or the "bonds of the 1974 Series"), the interest coupons to be attached to the coupon bonds of the 1974 Series, and the fully registered bonds without coupons of the 1974 Series and the Trustee's certificate of authentication to be endorsed on the bonds of all series, are to be substantially in the following forms, respectively, with such inclusions, omissions and variations as the Board of Directors of the Company may determine in accordance with the provisions of this Indenture:

[FORM OF COUPON BOND OF THE 1974 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

$1000 — 2⅞% Series Due 1974 — No.....

Due November 1, 1974

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value

received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered holder, on November 1, 1974, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars ($1000) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from November 1, 1944, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of two and seven-eighths per centum (2⅞%) per annum, payable semi-annually on May 1 and November 1 of each year, but only upon presentation and surrender of the coupons for such interest installments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity of this bond until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, 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, 2⅞% Series due 1974, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indentures supplemental thereto, called the "Mortgage") dated November 1, 1944, executed by the Company to Guaranty Trust Company of New York, as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the 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

holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, 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, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property. The Mortgage also 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 and evidenced as provided in the Mortgage, 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 outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, 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, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or 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 waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1974 Series are issuable in the denomination of $1,000. The fully registered bonds of the 1974 Series are issuable in denominations of $1,000 and any multiple of $1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1974 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1974 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such

publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the following redemption prices except as hereinbelow provided (expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	105.750%	1959	102.875%
1945	105.625%	1960	102.625%
1946	105.500%	1961	102.500%
1947	105.375%	1962	102.375%
1948	105.250%	1963	102.250%
1949	105.125%	1964	102.000%
1950	104.000%	1965	101.875%
1951	103.875%	1966	101.625%
1952	103.750%	1967	101.500%
1953	103.625%	1968	101.250%
1954	103.500%	1969	100.875%
1955	103.375%	1970	100.750%
1956	103.250%	1971	100.500%
1957	103.125%	1972	100.375%
1958	103.000%	1973	100.000%

The bonds of the 1974 Series are also subject to redemption on any date prior to maturity, on the conditions hereinafter referred to, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	101.625%	1959	101.000%
1945	101.500%	1960	100.875%
1946	101.500%	1961	100.875%
1947	101.500%	1962	100.875%
1948	101.500%	1963	100.750%
1949	101.375%	1964	100.750%
1950	101.375%	1965	100.625%
1951	101.375%	1966	100.625%
1952	101.250%	1967	100.500%
1953	101.250%	1968	100.500%
1954	101.250%	1969	100.375%
1955	101.125%	1970	100.375%
1956	101.125%	1971	100.250%
1957	101.125%	1972	100.250%
1958	101.000%	1973	100.000%

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Guaranty Trust Company of New York or its successor as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole or from time to time in part at said lower scale of redemption prices may also be ef-

fected, as more fully provided in Section 2.07 of the Mortgage, out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as 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 (including any portions, constituting $1,000 or a multiple thereof, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the principal office of the Trustee in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, by the registered holder in person or by his duly authorized attorney, and similarly noted hereon, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in

respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in 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 predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer or one of its Assistant Treasurers, to be attached hereto.

Dated: November 1, 1944.

METROPOLITAN EDISON COMPANY,

By.....

Attest: *President.*

.....

Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1974 SERIES]

$..... No.....

On the first day of ....., ..., unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, METROPOLITAN EDISON COMPANY will pay to bearer, upon surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, ... Dollars in such coin or currency of the United States of America as at the time of payment is legal

tender for the payment of public and private debts, as specified in its First Mortgage Bond, 2⅞% Series due 1974, No....., being six months' interest then due on said bond. This coupon shall be treated as negotiable.

.....

Treasurer.

The amount to be inserted in odd numbered coupons shall be Fourteen and $^{37}/_{100}$ Dollars; the amount to be inserted in even numbered coupons shall be Fourteen and $^{38}/_{100}$ Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1974 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

$..... 2⅞% Series Due 1974 No.....

Due November 1, 1974

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to ..... or registered assigns, on November 1, 1974, at the office or agency of the Company in the Borough of Manhattan, The City of New York, ... Dollars in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on May 1 and November 1 of each year, at the rate of two and seven-eighths per centum (2⅞%) per annum, at said office or agency in like coin or currency, from the date 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 the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear inter-

est 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, 2⅞% Series due 1974, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indentures supplemental thereto, called the Mortgage) dated November 1, 1944, executed by the Company to Guaranty Trust Company of New York as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the 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 holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, 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, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property. The Mortgage also 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 and evidenced as provided in the Mortgage, 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 outstanding bonds of such one or more series

affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, 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, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1974 Series are issuable in the denomination of $1,000. The fully registered bonds of the 1974 Series are issuable in denominations of $1,000 and any multiple of $1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount

of fully registered bonds of such series of other authorized denominations.

The bonds of the 1974 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1974 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the following redemption prices except as hereinbelow provided (expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	105.750%	1959	102.875%
1945	105.625%	1960	102.625%
1946	105.500%	1961	102.500%
1947	105.375%	1962	102.375%
1948	105.250%	1963	102.250%
1949	105.125%	1964	102.000%
1950	104.000%	1965	101.875%
1951	103.875%	1966	101.625%
1952	103.750%	1967	101.500%
1953	103.625%	1968	101.250%
1954	103.500%	1969	100.875%
1955	103.375%	1970	100.750%
1956	103.250%	1971	100.500%
1957	103.125%	1972	100.375%
1958	103.000%	1973	100.000%

The bonds of the 1974 Series are also subject to redemption on any date prior to maturity, on the conditions hereinafter referred to, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	101.625%	1959	101.000%
1945	101.500%	1960	100.875%
1946	101.500%	1961	100.875%
1947	101.500%	1962	100.875%
1948	101.500%	1963	100.750%
1949	101.375%	1964	100.750%
1950	101.375%	1965	100.625%
1951	101.375%	1966	100.625%
1952	101.250%	1967	100.500%
1953	101.250%	1968	100.500%
1954	101.250%	1969	100.375%
1955	101.125%	1970	100.375%
1956	101.125%	1971	100.250%
1957	101.125%	1972	100.250%
1958	101.000%	1973	100.000%

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Guaranty Trust Company of New York or its successor as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of

all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole or from time to time in part at said lower scale of redemption prices may also be effected, as more fully provided in Section 2.07 of the Mortgage, out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as 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 (including any portions, constituting $1,000 or a multiple thereof, of fully registered bonds), and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the

person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in 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 predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON 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:

METROPOLITAN EDISON COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE ON BONDS OF ALL SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE

By.....
Authorized Officer.

and

WHEREAS, the bonds of series other than the 1974 Series and the coupons to be attached to such thereof as may be coupon bonds are to be substantially in the forms respectively hereinabove set forth for the bonds of the 1974 Series, but with such inclusions, omissions and variations as may be authorized or permitted by this Indenture, such forms to be determined by the Board of Directors of the Company; and

WHEREAS, the execution and delivery of this Indenture has been duly authorized by resolution of the Board of Directors of the Company at a meeting duly called and held according to law for such purpose; 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 1974 Series when executed and issued by the Company and authenticated by the Trustee, as in this Indenture provided, valid, binding and legal obligations of the Company and to make this Indenture a valid mortgage or deed of trust to secure the payment of the bonds, have been performed, and the execution and delivery of this Indenture and the issue of said bonds, as in this Indenture provided, have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Metropolitan Edison Company, in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the bonds by the holders thereof and of one

dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued hereunder, according to their tenor and effect, and the performance and observance of all the provisions hereof (including any indentures supplemental hereto and any modification or alteration hereof made as herein provided) and of said bonds, has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm unto Guaranty Trust Company of New York, as Trustee, and to its successors in the trust hereby created and to its successors and assigns forever, all the following described properties of the Company, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof, or (subject to the provisions of Article XIII hereof) which may hereafter be acquired by it, situate in the Counties of Adams, Berks, Bucks, Chester, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Pike and York, in the Commonwealth of Pennsylvania, or wheresoever situate and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, except such property as is hereinafter expressly excepted and excluded from the lien and operation of this Indenture.

The property covered by the lien of this Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

FIRST

PARCEL NUMBER ONE

West Reading Power Plant Site

Tract No. 1

All that certain tract or parcel of land, with the improvements thereon erected, situate partly in the Township of Cumru and partly

in the Borough of West Reading, Berks County, Pennsylvania, bounded and described in accordance with a new and consolidated description as follows, to wit:

BEGINNING at a monument south of Wyomissing Creek at the intersection of the northern boundary line of lands now or formerly of James Swartz and the easterly right of way line of the "Belt Line" of the Reading Company; thence along the right of way line of said Reading Company the following courses and distances: (1) in a northerly direction a distance of 378 feet to a monument; (2) in a westerly direction by a line making an interior angle of 270 degrees 42 minutes with the former described line a distance of 29 feet to a monument; (3) in a northerly direction by a line making an interior angle of 81 degrees 01 minute with the former described line on a curve to the east having a radius of 1,352.69 feet a distance of 87.70 feet to a monument; (4) in a westerly direction by a line making an interior angle of 268 degrees 05 minutes with the former described line a distance of 15 feet to a monument; (5) in a northerly direction by a line making an interior angle of 88 degrees 01 minute with the former described line on a curve to the east having a radius of 1,367.69 feet a distance of 95.48 feet to a monument; (6) in a westerly direction by a line making an interior angle of 268 degrees 00 minutes with the former described line a distance of 10 feet to a monument; (7) in a northerly direction by a line making an interior angle of 88 degrees 02 minutes with the former described line on a curve to the east having a radius of 1,377.69 feet a distance of 96.19 feet to a monument; (8) in a westerly direction by a line making an interior angle of 267 degrees 59 minutes with the former described line a distance of 15 feet to a monument; (9) in a northerly direction by a line making an interior angle of 80 degrees 14 minutes with the former described line on a curve to the east having a radius of 1,392.69 feet a distance of 482.49 feet to a monument on the projection of the center line of Spruce Street; (10) in an easterly direction by a line making an interior angle of 72 degrees 21 minutes with the former described line a distance of 15 feet to a monument; (11) in a northerly direction by a line making an interior angle of 269 degrees 59 minutes with the former described line a distance of 405 feet to a monument on the southerly building line of Chestnut Street; thence in an easterly direction along the southerly building line of said Chestnut Street a distance of 340 feet, more or less, to the center line of River Road; thence in a southerly direction along the center line of said River Road a distance of 580 feet, more or less, to the inter-

section of the center line of said River Road with the northerly boundary line of the first tract of land described in the deed given by Walter A. Rigg, et ux. to West Reading Power Company, dated October 18, 1906 and recorded on October 24, 1906, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 330, Page 679; thence in an easterly direction along the said northerly boundary line of said tract (the course of which is given in said deed as North 51 degrees 41 minutes East) a distance of 120 feet, more or less, to low water mark of the Schuylkill River; thence along the low water mark of said River in a southerly direction a distance of 125 feet, more or less, to a monument in the westerly right of way line now or formerly of the Pennsylvania Schuylkill Valley Railroad; thence along the right of way line of the said Railroad the following courses and distances: (1) in a southerly direction a distance of 162.54 feet to a monument; (2) in a southerly direction by a line making an interior angle of 179 degrees 12 minutes with the former described line a distance of 20.9 feet to a monument; (3) in a southerly direction by a line making an interior angle of 128 degrees 33 minutes with the former described line a distance of 5.72 feet to a cross on the westerly abutment of the bridge which carries the said railroad over the Schuylkill River; (4) in a southerly direction by a line making an interior angle of 231 degrees 19 minutes with the former described line a distance of 236 feet to a monument; (5) in a southerly direction by a line making an interior angle of 211 degrees 05 minutes with the former described line on a curve to the east having a radius of 800.84 feet a distance of 383.90 feet to a point in Wyomissing Creek and on the northerly boundary line of lands now or formerly of James Swartz; thence in a westerly direction along the said boundary line of lands now or formerly of James Swartz making an interior angle of 137 degrees 11 minutes with the former described line a distance of 216.31 feet to a monument the place of beginning.

TOGETHER with the right to maintain in Wyomissing Creek the dam located in an upstream direction from the said premises; the right to take water of the Wyomissing Creek from the said dam to the said premises by means of the raceway connecting the said dam with the said premises, or by means of a pipe or pipes connecting the said dam and the said premises; the right to maintain and use the said raceway and the said pipe or pipes; and the right to use the said water for boiler feed purposes or other purposes incident to the operation of the power plant located on the said premises.

BEING in part Parcel Number One in the deed from Walter A. Rigg and Bessie Harner Rigg, his wife, to West Reading Power Company (to which the Company is successor) dated October 18, 1906, and recorded on October 24, 1906, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 330, page 679; in part the same premises granted and conveyed unto The Reading Power Company (to which the Company is also successor) by The United Traction Company by deed dated March 22, 1909, and recorded as aforesaid on March 24, 1909, in Deed Book 372, page 58; in part the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is also successor) by Reading Trust Company and Emily S. Schwartz, Executors of the last Will and Testament of William S. Schwartz, deceased, by deed dated May 1, 1917, and recorded as aforesaid on May 7, 1917, in Deed Book 456, page 211; in part the same premises granted and conveyed unto said Metropolitan Electric Company by Emily S. Schwartz, Executrix of the last Will and Testament of William S. Schwartz, deceased, by deed dated June 22, 1917, and recorded as aforesaid on July 11, 1917, in Deed Book 456, page 465; in part the water and other rights granted and conveyed unto Metropolitan Edison Company (a prior company of the same name, to which the Company is also successor) by Elizabeth Schwartz, by deed dated March 30, 1918, and recorded as aforesaid on April 3, 1918, in Deed Book 451, page 681; in part the same premises granted and conveyed unto Metropolitan Edison Company (a prior company of the same name, to which the Company is also successor) by Wyomissing Development Company by deed dated February 14, 1920, and recorded as aforesaid on February 24, 1920, in Deed Book 495, page 185; in part a portion of the same premises granted and conveyed unto Metropolitan Edison Company by Effie Knapp VanReed, widow, by deed dated March 26, 1924, and recorded as aforesaid on April 14, 1924, in Deed Book 573, page 562; in part the right to install and maintain a certain pipe line and appurtenances as granted and conveyed unto Metropolitan Edison Company by Wyomissing Development Company by agreement dated December 16, 1924, and recorded as aforesaid on March 16, 1925, in Miscellaneous Book No. 98, page 617; in part a portion of the same premises granted and conveyed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated September 20, 1940, and recorded as aforesaid on September 30, 1940, in Deed Book 836, page 369; and in part the right to install and maintain a certain pipe line and appurtenances and the right to take certain water of Wyomissing Creek under certain condi-

tions from the reservoir known as Mirror Pool as granted and conveyed unto Metropolitan Edison Company by the School District of the City of Reading by an unrecorded agreement dated March 27, 1943.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described according to a survey made during or about the year 1906 by William H. Karns, Civil Engineer, as follows, to wit:

BEGINNING at a corner of the Pennsylvania Schuylkill Valley Railroad right of way at low water mark of the River Schuylkill, thence down the same along low water mark South five (5) degrees twenty-five (25) minutes West one hundred and ninety-five (195) feet more or less to property of the Pennsylvania Schuylkill Valley Railroad; thence along the same South thirty-seven (37) degrees ten (10) minutes West three hundred and five (305) feet more or less to a corner; thence by a line curving to the right with a radius of six hundred eighty-nine and five-tenths (689.5) feet parallel with said centre line and seventy-five (75) feet distant therefrom one hundred and forty-eight (148) feet more or less to a corner; thence North seventy-five (75) degrees twenty-nine (29) minutes East twenty-one and two-tenths (21.2) feet to a corner; thence North three (3) degrees twenty-four (24) minutes East forty-four (44) feet to a corner; thence by a line curving to the right with a radius of six hundred eighty-nine and five-tenths (689.5) feet parallel with said centre line and seventy-five (75) feet distant therefrom twenty-one (21) feet to a corner; thence North sixty (60) degrees forty-eight (48) minutes West ten (10) feet to a corner; thence by a line curving to the right with a radius of six hundred ninety-nine and five-tenths (699.5) feet parallel with said centre line and sixty-five (65) feet distant therefrom one hundred thirty-seven and two-tenths (137.2) feet to a corner; thence North forty-nine (49) degrees thirty-three (33) minutes West thirty (30) feet to a corner; thence by a line curving to the right with a radius of seven hundred twenty-nine and five-tenths (729.5) feet parallel with said centre line and thirty-five (35) feet distant therefrom nineteen and one-tenth (19.1) feet to a corner; thence North fourteen (14) degrees five (5) minutes and fifty-two (52) minutes (seconds) East parallel with said centre line and thirty-five (35) feet distant therefrom one hundred and three (103) feet

more or less to the place of beginning. Containing five hundred fifty-six one-thousandths acres (0.556), more or less.

BEING Parcel Number Two in the deed from Walter A. Rigg and Bessie Harner Rigg, his wife, to West Reading Power Company (to which the Company is successor) dated October 18, 1906, and recorded on October 24, 1906, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 330, page 679.

Tract No. 3

ALL the right, title and interest of the Company in and to all that certain tract or parcel of land situate in the Borough of West Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

On the West by River Road; on the North by Chestnut Street extended; on the East by the Schuylkill River; and on the South by other land of the Company (a part of Tract No. 1 of this Parcel).

BEING in part a portion of the same premises quit-claimed unto Metropolitan Edison Company by Effie Knapp VanReed, widow, by deed dated March 26, 1924, and recorded on April 14, 1924, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 573, page 562; in part the same premises granted and conveyed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated February 21, 1928, and recorded as aforesaid on March 15, 1928, in Deed Book 657, page 637; and in part a portion of the same premises quit-claimed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated September 20, 1940, and recorded as aforesaid on September 30, 1940, in Deed Book 836, page 369.

Tracts No. 1, No. 2 and No. 3 of this Parcel, or such portions thereof as lie between the River Road and low water mark of the Schuylkill River are subject to: (a) the right of the City of Reading to maintain and operate a 16 inch water pipe line through the same beneath the surface of the land; (b) the right of way of the so-called Union Branch railroad of the Reading Company; and (c) such rights, if any, as may be held by the successor or successors in title to the Union Canal Company, which formerly occupied a portion of the said land for canal purposes.

PARCEL NUMBER TWO

Main Office Building Site

All that certain tract or parcel of land, with the improvements thereon erected, situate on the southerly side of Washington Street between Fourth and Fifth Streets in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point where the southerly building line of Washington Street intersects the westerly building line of Madison Avenue; thence in a southerly direction along the westerly building line of Madison Avenue, a distance of 90.74 feet, more or less, to a point in line of property now or formerly of J. Howard Jacobs; thence extending westerly along said property by a line making an interior angle of 90 degrees 15 minutes with the westerly building line of Madison Avenue, a distance of 115.42 feet, more or less, to a point in line of property now or formerly of Sarah A. Birch; thence along said property in a northerly direction by a line making an interior angle of 89 degrees 45 minutes with the last mentioned line, a distance of 10 feet, more or less, to a point; thence in a westerly direction along the northerly property line now or formerly of said Sarah A. Birch by a line making an exterior angle of 89 degrees 45 minutes with the last described line, a distance of 10 feet to a point; thence in a northerly direction along the easterly property line of lands now or formerly of William A. Levan and Grace E. Levan, his wife, and by a line making an interior angle of 89 degrees 45 minutes with the last described line, a distance of 20.81 feet to a point; thence in an easterly direction by a line making an interior angle of 90 degrees 15 minutes with the last described line, a distance of 5 feet, more or less, to a point; thence in a northerly direction by a line making an exterior angle of 90 degrees 15 minutes with the last described line, a distance of 60 feet to the southerly building line of Washington Street; thence in an easterly direction along the southerly building line of Washington Street 120 feet, more or less, to the point, the place of beginning.

Being the same premises granted and conveyed unto Metropolitan Edison Company by the following deeds, namely: (1) Edwin Henry Werner and Estella May Werner, his wife, by deed dated December 11, 1922, and recorded on December 11, 1922, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania,

in Deed Book Volume 560, page 354; (2) Edward M. Luden, single, son of Elizabeth Luden, deceased, by deed dated February 29, 1924, and recorded as aforesaid on March 14, 1924, in Deed Book 583, page 428; (3) J. Howard Jacobs and others by deed dated April 1, 1924, and recorded as aforesaid on April 16, 1924, in Deed Book 589, page 392; and being a part of the same premises granted and conveyed unto Metropolitan Edison Company by Charles A. Corbit, et al., by deed dated March 31, 1924, and recorded as aforesaid on April 16, 1924, in Deed Book 592, page 109.

PARCEL NUMBER THREE

Seventh Street Garage and Storehouse Site

Tract No. 1

All that certain lot of ground, with the improvements thereon erected, situate on the North side of Chestnut Street, between Seventh and Lemon Streets, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the Northern building line of Chestnut Street, thirty-five (35) feet six (6) inches West from the Northwest corner of Chestnut and Lemon Streets; thence Westward along said building line eighty (80) feet to a point; thence in a line at right angles thereto, along property now or formerly of the estate of Nicholas A. Felix, sixty (60) feet; thence eastward along property now or formerly of Mrs. Caroline Sheetz eighty (80) feet; thence Southward along property now or formerly of Samuel Davis sixty (60) feet to the place of beginning.

Being the same premises granted and conveyed unto Reading Power Company (to which the Company is successor) by Benjamin F. Morrett, by deed dated April 29, 1903, and recorded on April 29, 1903, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 293, page 453.

Tract No. 2

All that certain lot or piece of ground, with the improvements thereon erected, numbered 143, 145, 147 and 149 South Seventh

Street and 142, 144, 146 and 148 Lemon Street, situate on the east side of Seventh Street between Chestnut and Franklin Streets, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the eastern line of the said Seventh Street at the distance of sixty feet (60′) north from the northern line of the said Chestnut Street; thence eastwardly in a line parallel to the said Chestnut Street along property now or formerly of Nicholas Felix, Two Hundred and Thirty feet (230′) to the western line of Lemon Street; thence along the same northwardly Sixty feet (60′) to property now or formerly of Frederick Moyer; thence along the same westwardly on a line parallel to said Chestnut Street Two Hundred and Thirty feet (230′) to the eastern line of the said Seventh Street; thence along the same southwardly Sixty Feet (60′) to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John Barbey, et ux., by deed dated July 3, 1922, and recorded on July 5, 1922, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 547, page 140.

Tract No. 3

ALL THAT CERTAIN tract or lot of ground with the improvements thereon erected, situate on the east side of South Seventh Street, between Franklin and Chestnut Streets, in the City of Reading, Berks County, Pennsylvania, numbered 135, 137, 139, 141 and 141½ South Seventh Street, bounded on the North by property of Metropolitan Edison Company; on the south by property of Metropolitan Edison Company; on the East by property of Metropolitan Edison Company; and on the West by South Seventh Street. Containing in front on South Seventh Street sixty-three feet and six inches (63′ 6″), more or less, and in depth of equal width one hundred thirty feet (130′).

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Transit & Light Company by deed dated August 28, 1922, and recorded on August 31, 1922, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 543, page 605.

Tract No. 4

ALL THAT CERTAIN lot of ground, with the improvements thereon erected, situate on the West side of Lemon Street, in the City of Reading, Berks County, Pennsylvania, being No. 140 Lemon Street, bounded on the North by property of Metropolitan Edison Company; on the East by said Lemon Street; on the South by property of the late Charles S. Erb; and on the West by property now or formerly of George P. Ganster. Containing in front on Lemon Street fifteen feet one and one-quarter inches and in depth, East and West, one hundred and fourteen feet nine and one-eighth inches, more or less.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by Amelia S. Golding and husband by deed dated December 30, 1899, and recorded on January 5, 1900, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 263, page 195.

Tract No. 5

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate in the City of Reading, Berks County, Pennsylvania, being No. 136 Lemon Street, bounded on the North by property now or formerly of the Reading Electric Light and Power Company; on the South by property now or formerly of Charles M. Cressman; on the East by Lemon Street; and on the West by property now or formerly of Geo. P. Ganster. Containing in front 15 feet 8¼ inches, and in depth 114 feet. Together with the joint use of an alley on the North side of the premises to be enjoyed with the use by the owner of the property on the North.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by Charles M. Cressman and wife, by deed dated June 1, 1895, and recorded on July 13, 1895, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 244, page 225.

Tract No. 6

ALL THAT CERTAIN lot of ground, with the improvements thereon erected, situate on the west side of Lemon Street, between Franklin and Chestnut Streets, in the City of Reading, Berks County, Penn-

sylvania, being No. 138, bounded on the North by property now or formerly of Charles M. Cressman; on the East by Lemon Street; on the South by property now or formerly of Mrs. Amelia K. Linton; and on the West by property now or formerly of George P. Ganster Estate. Containing in breadth North and South 15 feet 8½ inches, and in depth East and West 114 feet 8¼ inches.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by Charles M. Cressman and wife, by deed dated December 1, 1899, and recorded on December 2, 1899, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 263, page 127.

Tract No. 7

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate on the East side of South Seventh Street, No. 115, between Franklin and Chestnut Streets, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

On the North by property now or formerly of Joel B. Wanner; on the South by property of the Metropolitan Edison Company; on the East by property now or formerly of William Clymer; and on the West by said South Seventh Street. Containing in front on said South Seventh Street, fifteen feet (15′) more or less, and in depth East and West, one hundred and fifteen feet (115′), more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Maria Phillips, widow, by deed dated April 29, 1924, and recorded on May 5, 1924, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 592, page 411.

Tract No. 8

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the North side of Chestnut Street between Seventh Street and Lemon Street, in the City of Reading, Berks County, Pennsylvania, designated Number 721 Chestnut Street, bounded and described as follows, to wit:

BEGINNING at a point in the northerly line of Chestnut Street 17′ west from the northwest corner of Chestnut and Lemon Streets; thence along the northerly line of said Chestnut Street westwardly

18′ to property of Metropolitan Edison Company; thence along Metropolitan Edison Company's property northwardly 60′; thence still along Metropolitan Edison Company's property eastwardly 18′ to property now or formerly of Howard Dietrich; thence along property now or formerly of Howard Dietrich southwardly 60′ to the place of beginning. Containing in front on said Chestnut Street 18′ and extending in depth 60′.

SUBJECT to the easement of jointly used wall along the easterly side thereof.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Agnes H. Strunk, widow, by deed dated October 3, 1929, and recorded on October 3, 1929, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 700, page 131.

Tract No. 9

ALL THAT CERTAIN lot or parcel of land situate on the east side of South Seventh Street, between Franklin Street and Chestnut Street, being No. 113, in the City of Reading, Berks County, Pennsylvania, bounded on the north by a 10 foot wide alley; on the east by property now or formerly of David M. Ebersole and Sarah Ebersole; on the south by property now or formerly of Metropolitan Edison Company; and on the west by South Seventh Street. Containing in front on South Seventh Street, 24 feet, more or less, and in depth 164 feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Joseph R. Dickinson, Jr., Sheriff of Berks County, by deed dated September 22, 1944, and recorded on September 28, 1944, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 907, page 123.

PARCEL NUMBER FOUR

THIRD STREET OFFICE AND STORAGE SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the East side of South Third Street, a corner of property now or formerly of Reading Street Railway Com-

pany; thence East along the same 240 feet to line of property now or formerly of F. S. Boas; thence North along same 85 feet to corner of property formerly of E. E. Kerper; thence West along the same 240 feet to the East side of said Third Street; thence South along said Third Street 85 feet to the place of beginning.

BEING a part of the premises granted and conveyed unto Metropolitan Edison Company by Reading Street Railway Company and Reading Traction Company by deed dated August 10, 1938, and recorded on August 11, 1938, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 813, page 55.

PARCEL NUMBER FIVE

HAMBURG OFFICE, GARAGE AND STOREROOM SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the West side of South Fourth (Main) Street, in the Borough of Hamburg, Berks County, Pennsylvania, bounded on the North by property now or formerly of David Schlear, on the East by Fourth Street, on the South by property now or formerly of Richard and Clerrie Z. Leiby, and on the West by Apple Tree Alley. Containing in front 30 feet and 10 inches and in depth 180 feet, more or less.

SUBJECT to a party wall agreement dated July 22, 1920, and recorded in the Office for the Recording of Deeds, etc., in and for Berks County, Pennsylvania, in Miscellaneous Book 88 at page 479, made and entered into by and between Hamburg Gas and Electric Company and David Schlear.

BEING Parcel Number Two in the deed from Hamburg Gas and Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 97.

PARCEL NUMBER SIX

BOYERTOWN OFFICE, GARAGE AND SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the East side of Chestnut Street, between

Fourth and Fifth Streets, in the Borough of Boyertown, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot now or formerly of O. A. H. Jacobs on building range on the East side of Chestnut Street and running thence along the said street on building line North 45½ degrees East 63 feet 3 inches to a corner on building range at or extension of Fifth Street and lands now or formerly of Bahr heirs; thence along the same South 44½ degrees East 120 feet to a corner of property now or formerly of the Philadelphia and Reading Railway Company; thence along the same southwestwardly 65 feet 1½ inches to a corner of the said lot now or formerly of O. A. H. Jacobs; thence along the same North 44½ degrees West 135 feet 5 inches to the place of beginning.

BEING Parcel Number One in the deed from The Boyertown Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 88.

Tract No. 2

ALL THAT CERTAIN triangular tract or parcel of land, with the improvements thereon erected, situate in the Borough of Boyertown, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the East side of Chestnut Street at a corner of property formerly of The Boyertown Electric Company and running thence along said Chestnut Street North 45½ degrees East 247 feet 11 inches to the westerly right of way line of property now or formerly of the Philadelphia and Reading Railway Company; thence along the said westerly right of way line by a line having a radius of 779.02 feet and curving in a southwesterly direction a distance of 277 feet 4½ inches to a corner on property formerly of The Boyertown Electric Company; thence along the same North 44½ degrees West 120 feet to the place of beginning.

BEING Parcel Number Two in the deed from The Boyertown Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 8, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 673, page 88.

PARCEL NUMBER SEVEN

Topton Office, Storeroom and Garage Site

All those certain three adjacent tracts or parcels of land, with the improvements thereon erected, situate in the Borough of Topton, Berks County, Pennsylvania, bounded and described as follows, to wit:

On the North by Chestnut Alley; on the South by Franklin Street; on the East by Barn Alley; and on the West by lands now or formerly of Emerson German and wife. Containing in front or width East and West on Franklin Street aforesaid 71 feet and in depth North and South 150 feet.

Subject to certain building restrictions as set forth in deed from Samuel H. Reinert et ux., to Ellsworth Y. Shade, dated February 3, 1890, and recorded in the Office for the Recording of Deeds, etc., in and for Berks County, Pennsylvania, in Deed Book 188, page 603, which provides that the grantees, their heirs and assigns, shall erect their buildings on said lots at least 10 feet from the line of Franklin Street, the said 10 feet being reserved for pavements.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Topton Electric Light and Power Company by deed dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 94.

PARCEL NUMBER EIGHT

South Reading Substation Site

Tract No. 1

All that certain piece or parcel of ground, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a spike in the center line of State Highway Route No. 147 leading from Reading to Gibraltar, said spike being the northeast corner of other property of Metropolitan Edison Company, and fifty (50) feet along said Highway from southern right of way line of Pennsylvania Schuylkill Valley Railroad; thence along the said center line of State Highway and property formerly of John A.

Keppelman south seventeen (17) degrees seven (7) minutes east seven hundred thirteen and ninety-two one-hundredths (713.92) feet to a spike and south seventeen (17) degrees twenty-four (24) minutes east seven hundred four and nine one-hundredths (704.09) feet, more or less, to a spike on the northern right of way line of the Reading Belt Railroad, being eighty (80) feet radially from the center line of said Reading Belt Railroad; thence along said northern right of way line of said Reading Belt Railroad, the following courses and distances: (1) by a line curving to the right to a point, eighty (80) feet radially from the said center line of Railroad, chord being north eighty-two (82) degrees six (6) minutes west three hundred thirty-eight and ten one-hundredths (338.10) feet; (2) north seventeen (17) degrees fifty-seven (57) minutes east ten (10) feet to a point; (3) by a line curving to the right to a point ninety (90) feet radially from center line of Railroad, chord being north sixty-seven (67) degrees three (3) minutes west one hundred eighty-four and eight one-hundredths (184.08) feet; (4) south twenty-seven (27) degrees fifty-seven (57) minutes west ten (10) feet to a point; (5) by a line curving to the right to a point, eighty (80) feet at right angles from said center line of Railroad, chord being north fifty-two (52) degrees twenty-nine (29) minutes west three hundred eighty-three and twenty-five one-hundredths (383.25) feet; (6) north forty-two (42) degrees thirty-five (35) minutes west eighty-nine and five-tenths (89.5) feet to a point; (7) south forty-seven (47) degrees seventeen (17) minutes west five (5) feet to a point, and (8) north forty-two (42) degrees thirty-five (35) minutes west two hundred (200) feet to a point, seventy-five (75) feet at right angles from said center line of Railroad, also being a southeasterly corner of aforementioned property of Metropolitan Edison Company; thence along said property of Metropolitan Edison Company north thirty-six (36) degrees forty-two (42) minutes east nine hundred eighty-eight and twenty-one one-hundredths (988.21) feet, more or less, to the place of beginning. Containing fifteen and thirty-nine one-hundredths (15.39) acres, more or less.

Tract No. 2

ALL THAT CERTAIN piece or parcel of ground, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, a corner of property of Metropolitan Edison Company, said monument being in the northern right of way

line of the Pennsylvania Schuylkill Valley Railroad; thence along said land of Metropolitan Edison Company north seventeen (17) degrees four (4) minutes east fourteen hundred twenty-three and seventy-eight one-hundredths (1423.78) feet to a point in the center line of road leading from Reading to Gibraltar, State Highway Route No. 147, said point being a corner of property now or formerly of W. J. Rainey, Inc.; thence along said center line of State Highway and in line of lands now or formerly of W. J. Rainey, Inc. to a point where a line one hundred (100) feet East of and parallel to the first described line intersects the said center line of State Highway; thence along other property formerly of John A. Keppelman one hundred (100) feet from and parallel to the first described line south seventeen (17) degrees four (4) minutes west fourteen hundred sixty-nine (1469) feet more or less to a monument in the said northern right of way line of Pennsylvania Schuylkill Valley Railroad; thence along said right of way line of Pennsylvania Schuylkill Valley Railroad north sixty-five (65) degrees ten (10) minutes west one hundred and ninety-three one-hundredths (100.93) feet to the place of beginning. Containing three and forty one-hundredths (3.40) acres, more or less.

UNDER AND SUBJECT, nevertheless, to the railroad right of way of the Reading Company, which right of way passes through and over the land above described.

Tracts No. 1 and No. 2 of this Parcel being the same premises granted and conveyed unto Metropolitan Edison Company by John A. Keppelman and May S. Keppelman, his wife, by deed dated December 15, 1927, and recorded on December 20, 1927, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 658, page 501.

Tract No. 3

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the middle of the State Highway leading from Reading to Birdsboro on the southern line of the right of way of Pennsylvania Railroad Company; thence south 17° 07′ east 50 feet to a point in said Highway; thence south 36° 27′ west 991.85 feet to a point in the northern line of right of way of Reading Belt Railway; thence south 47° 10′ west 10 feet to a point; thence north along the same 42° 50′ west 229.31 feet to a point; thence south 49° 31′

west 25 feet to a point in line of said right of way of Reading Belt Railway; thence along the same North 40° 29′ west 490 feet to a point; thence south 49° 31′ west 10 feet to a point; thence north 40° 29′ west 710.19 feet to a point on the towpath of the Schuylkill Navigation Company, to a point in the right of way of the towpath of said Schuylkill Navigation Company; thence along the same north 19° 29′ east 131.25 feet to a point; thence north 7° 23′ east 251.40 feet to a point; thence north 23° 33′ east 55.5 feet to a point in the southern line of said right of way of Pennsylvania Railroad Company; thence along the same south 65° 11′ east 1586.49 feet to a point in the place of beginning. Containing 37.21 acres, more or less.

Tract No. 4

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the northern line of right of way of Pennsylvania Railroad Company, where it intersects with property now or formerly of Schuylkill Navigation Company; thence north 23° 33′ east 23 feet to a point; thence along said line now or formerly of Schuylkill Navigation Company north 8° 44′ east 88.55 feet to a point; thence continuing along the same north 0° 47′ east 393.35 feet to a point; thence continuing along the same north 3° 54′ east 169.13 feet to a point; thence north along property now or formerly of Philadelphia and Reading Railway Company 55° 04′ east 530.85 feet to a point; thence north 7° 03′ west 371.25 feet to the western line of the State Highway leading from Reading to Birdsboro; thence south 46° 11′ east 224 feet 10 inches to a point in a lane; thence south 15° 21′ west 1432.80 feet to the northern line of the right of way now or formerly of the Pennsylvania Railroad Company; thence north 65° 11′ west 247.41 feet to the place of beginning. Containing 7.45 acres, more or less.

Tract No. 5

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southern line of the right of way of Reading Belt Railway Company, where it intersects with the eastern line of the right of way now or formerly of the Schuylkill Naviga-

tion Company; thence south 48° 43′ east 124.5 feet to a point; thence north 41° 17′ west 13 feet to a point; thence south 48° 43′ east 100 feet to a point; thence north 41° 17′ west 15 feet to a point; thence south 48° 43′ east 109.72 feet to a point; thence south 2° 54′ east 1100.04 feet to a point in line of land now or formerly of Mary Archer; thence north along the same 30° 28′ west 171.04 feet to a point; thence along the same south 67° 59′ west 174.25 feet to a point in line of land now or formerly of Schuylkill Navigation Company; thence north 28° 51′ west 227.73 feet to a point; thence north 27° 39′ west 149.48 feet to a point; thence north 21° 51′ west 230.77 feet to a point; thence north 35° 56′ west 209.75 feet to a point; thence north 13° 08′ east 69.10 feet to a point; thence north 39° 24′ east 53.52 feet to a point; thence north 55° east 88.10 feet to a point; thence north 70° 01′ east 239.06 feet to a point; thence north 50° 43′ east 120.25 feet to a point; thence north 30° 54′ east 146.07 feet to a point; thence north 13° 40′ west 59.10 feet to the place of beginning. Containing 12.59 acres, more or less.

Tracts No. 3, No. 4 and No. 5 of this Parcel being the same premises granted and conveyed unto Metropolitan Edison Company by Mary B. Schall and Sarah G. High by deed dated June 14, 1923, and recorded on June 14, 1923, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 567, page 446.

Tract No. 6

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Cumru, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument set at the point where the northerly boundary line of the Pennsylvania Railroad, Schuylkill Valley Branch, intersects the southwesterly right of way line of State Highway Legislative Route 147, and northwesterly 59.4 feet from the point of switch of siding extending to the South Reading Substation; thence running along the northerly boundary line of the Pennsylvania Railroad, Schuylkill Valley Branch, north 64 degrees 49 minutes west a distance of 1118.92 feet to a monument, the southeasterly corner of other lands of Metropolitan Edison Company; thence along the easterly line of said lands of Metropolitan Edison Company north 16 degrees 20 minutes east a distance of 1463.45 feet to a monument in the southwesterly right of way line of said State Highway Legislative Route 147; thence along the southwesterly right of way line

of said State Highway Legislative Route 147 in a southeasterly direction a distance of 2096.18 feet to the monument, the place of beginning. Containing 22.831 acres.

Said tract or parcel of land being bounded northerly and easterly by State Highway Legislative Route 147, southerly by the Pennsylvania Railroad and westerly by other lands of Metropolitan Edison Company.

SUBJECT, nevertheless, to the railroad right of way of the Reading Company.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Emily M. Schall, single, by deed dated October 24, 1941, and recorded on October 28, 1941, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 851, page 623.

PARCEL NUMBER NINE

MUHLENBERG SUBSTATION SITE

ALL THAT CERTAIN piece or parcel of land, with the improvements thereon erected, situate in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the northern building line of Oriental Road as laid out on the plan of lots prepared by John Nolen for Reading Lodge of Perfection, Ancient Accepted Scottish Rite of Free Masons, known as Cathedral Heights, said point being 243.36′ east of the intersection of the said northern building line of Oriental Road with the eastern building line of Centre Avenue; thence N. 17° 05′ W. along property now or formerly of said Reading Lodge of Perfection, Ancient Accepted Scottish Rite of Free Masons and property now or formerly of the Amos Hartman Estate the distance of 410.15′ to a stake, a corner of property now or formerly of the said Amos Hartman Estate and Mary Hain; thence along property now or formerly of the said Mary Hain N. 70° 27′ E. the distance of 627.28′ to a stake in the western right of way line of the Reading Division of the Reading Company; thence along the said western right of way line of the Reading Division of the Reading Company S. 23° 10½′ E. the distance of 461.29′ to a stake a corner of property now or formerly of Jacob Spangler; thence along said property

now or formerly of Jacob Spangler and property now or formerly of said Reading Lodge of Perfection, Ancient Accepted Scottish Rite of Free Masons S. 70° 12′ W. the distance of 580.24′ to a point in the aforementioned northern building line of Oriental Road; thence along said northern building line of Oriental Road by a line curving to the left having a radius of 390.00′ the distance of 108.23′ to the place of beginning. Containing 6 acres 135.49 perches.

BEING Tract No. 2 in the deed from George F. Eisenbrown, Andrew J. Levengood and Frederick A. Marx, individually and as Trustees for Reading Lodge of Perfection, Ancient Accepted Scottish Rite of Free Masons, and Rosa Eisenbrown, Elizabeth S. Levengood and Rebecca H. Marx, their respective wives, to Metropolitan Edison Company, dated February 18, 1927, and recorded on February 24, 1927, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 652, page 65.

PARCEL NUMBER TEN

TEMPLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Temple, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being the intersection of the easterly curb line of Temple Avenue with the southerly building line of Mt. Laurel Avenue; thence along said southerly building line of Mt. Laurel Avenue the following courses and distances: south 87 degrees 21 minutes east, 73.39 feet to a point; thence by a line curving to the right with a radius of 1500 feet the distance of 32 feet to a point in the westerly right of way line of the East Penn Branch of the Reading Company Railroad; thence along the said westerly right of way line the following courses and distances: south 5 degrees 11½ minutes west, 15.0 feet to a rail monument; by chord south 5 degrees 11½ minutes west, 101.43 feet to a rail monument; by chord south 4 degrees 26½ minutes west, 101.26 feet to a rail monument; by chord south 3 degrees 42½ minutes west, 101.37 feet to a rail monument; by chord south 2 degrees 54 minutes west, 101.40 feet to a rail monument; by chord south 2 degrees 19 minutes west, 100.23 feet to a rail monument; by chord south 2 degrees 16 minutes west, 100.50 feet to a rail monument; by chord south 1 degree 24 minutes

west, 92.84 feet to a rail monument; thence along property now or formerly of The Reading & Temple Electric Railway Company south 54 degrees 30¾ minutes west, 51.85 feet to a point on the said easterly curb line of Temple Avenue; thence along the said easterly curb line of Temple Avenue north 1 degree 45 minutes west, 748.42 feet to the place of beginning. Containing in area 1.18 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Reading & Temple Electric Railway Company, Reading Traction Company and Reading Transit Company by deed dated June 10, 1930, and recorded on July 25, 1930, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 701, page 679.

PARCEL NUMBER ELEVEN

MOSS STREET SUBSTATION SITE

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate on the west side of Moss Street, between Oley and Douglass Streets, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the west building line of Moss Street, one hundred (100) feet five (5) inches south of the intersection of the southern building line of Douglass Street and the western building line of Moss Street; thence south along the west building line of Moss Street fifty-nine (59) feet seven (7) inches, more or less, to a point in line of property now or formerly of Mary Reber, being known as No. 730 Moss Street; thence west along line of said property now or formerly of Mary Reber, at right angles to Moss Street one hundred (100) feet to a point in the east side of a ten (10) feet wide alley; thence north along the east side of said ten (10) feet wide alley fifty-nine (59) feet seven (7) inches, more or less, to a point in line of property now or formerly of The Nolde and Horst Company; thence along property now or formerly of The Nolde and Horst Company by a line at right angles to Moss Street, one hundred (100) feet to the place of beginning.

UNDER AND SUBJECT to the right, if any, of the public to pass over and along a strip of land 9 feet 7 inches wide along the northerly boundary of the above described premises.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Nolde and Horst Company by deed dated February 16, 1937, and recorded on February 20, 1937, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 791, page 294.

PARCEL NUMBER TWELVE

THIRD AND BUTTONWOOD STREETS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the west building line of North Third Street as laid out on the topographical survey of the City of Reading, Berks County, Pennsylvania; said point being 270′ 0″ south of the southwest building corner of Third Street and Buttonwood Street; thence westward along property now or formerly of Frank P. Lauer by a line at right angles to said west building line of Third Street, a distance of 222′ 9½″ to a point in the east building line of Thorn Street; thence along said east building line of Thorn Street making an interior angle of 89° 52′ with last described line a distance of 55′ 0″ to a corner of property now or formerly of the Reading Baseball Association; thence southeastwardly along property now or formerly of the Reading Baseball Association by a line making an interior angle of 98° 42′ with the aforementioned east building line of Thorn Street a distance of 141′ 3″ to a point; thence still along same by a line making an interior angle of 222° 46½′ with last described line a distance of 20′ 6⅝″ to a corner of property now or formerly of Frank P. Lauer; thence northeastwardly along property now or formerly of Frank P. Lauer by a line making an interior angle of 117° 54½′ with the last described line a distance of 71′ 5½″ to a point in the aforementioned west building line of North Third Street; thence northwardly along said west building line of North Third Street making an interior angle of 100° 45′ with the last described line a distance of 78′ 9″ to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by James O'Rourke by deed dated June 24,

1922, and recorded on June 24, 1922, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 547, page 130.

PARCEL NUMBER THIRTEEN

Schuylkill Avenue Substation Site

All that certain piece or parcel of land, with the improvements thereon erected, situate on the southwest corner of River Road and Schuylkill Avenue in the 15th Ward in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point, said point being the southwest building corner of Schuylkill Avenue and River Road, as shown on the Topographical Survey of the City of Reading, Berks County, Pennsylvania; thence along the southern building line of River Road in a westerly direction, a distance of 71.12 feet to a point, the southeast building corner of River Road and Miltimore Street; thence in a southerly direction, along the eastern building line of Miltimore Street, forming a right angle with the southern building line of River Road, a distance of 100.96 feet to a point; thence in an easterly direction, partly along a 4 feet wide alley and partly along the properties now or formerly of Calvin H. Miller, Sarah A. Bohn and Emma L. Kintzer, Susan L. Shunk, Clara Y. Yerger, Frank E. Billman and Leroy and Laura DeFrees, forming an interior angle with the eastern building line of Miltimore Street of 89 degrees 33.5 minutes, a distance of 89.41 feet to a point on the western building line of Schuylkill Avenue; thence along same, in a northerly direction by a line forming an arc curving to the left, having a radius of 829.50 feet, a distance of 102 feet to a point, said point being the place of beginning.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Walter B. Ravel, Sheriff of the County of Berks, by deed dated October 21, 1940, and recorded on October 29, 1940, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 836, page 169; and by a quit-claim deed by Lena Krick, widow, et al., dated September 12, 1944, and recorded as aforesaid on September 13, 1944, in Deed Book 907, page 215.

PARCEL NUMBER FOURTEEN

CARSONIA SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate, lying and being in the Township of Exeter, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the center line of public road leading from Stony Creek Mills to Esterly, said spike being 100 feet, more or less, measured along the center line of the said road in a southerly direction from the middle of the bridge over the Antietam Creek; thence along the center line of the said road North 27 degrees 7 minutes West 241 feet, more or less, to a point; thence North 45 degrees 30 minutes East 351.21 feet, more or less, to a monument on the westerly side of the right of way now or formerly of the Oley Valley Railway Company; thence along the same by a line curving to the left having a radius of 975.37 feet and the chord of said line being South 1 degree 26 minutes West 35.97 feet to a monument, said monument being a point of tangent; and thence still along the westerly right of way line now or formerly of the Oley Valley Railway Company the following 3 courses and distances: South 4 degrees 15 minutes East 224.69 feet to a monument; thence North 45 degrees 28 minutes East 6.51 feet to a monument; thence South 4 degrees 15 minutes East 39.03 feet, more or less, to a monument; and thence South 45 degrees 28 minutes West 237.64 feet, more or less, to the spike, the place of beginning. Containing 1.53 acres, more or less.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate, lying and being in the Township of Exeter, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly right of way line now or formerly of the Oley Valley Railway Company in line with the northerly boundary of Tract Number One of this Parcel; thence North 45 degrees 30 minutes East 22.10 feet, more or less, to a

monument; thence South 44 degrees 1 minute East 230 feet, more or less, to a monument; thence South 45 degrees 28 minutes West 224.96 feet, more or less, to a monument in the easterly right of way line now or formerly of the Oley Valley Railway Company; thence along the same the following courses and distances: North 4 degrees 15 minutes West 39.03 feet, more or less, to a monument; South 45 degrees 28 minutes West 1.30 feet, more or less, to a monument; thence North 4 degrees 15 minutes West 131.33 feet, more or less, to a monument; thence North 85 degrees 20 minutes East 6 feet, more or less, to a monument; thence North 4 degrees 15 minutes West 64.38 feet, more or less, to a monument, point of curve; thence by a line curving to the right having a radius of 935.37 feet and the chord being North 01 degree 26 minutes West 65.76 feet, more or less, to the monument, the place of beginning. Containing .653 of an acre, more or less.

The lands formerly owned by Jacob R. Bingaman which are included in the descriptions of the above tracts are subject to the right of Jacob R. Bingaman, his heirs and assigns, to use the same as a driveway for the purpose of ingress and egress; said driveway is to be maintained in a passable condition at all times by Metropolitan Edison Company; said Metropolitan Edison Company also to construct and maintain a mesh wire fence on the southern side of said two tracts of land; said fence to be constructed upon the demand of Jacob R. Bingaman, his heirs and assigns, with such gates as he or they may specify.

Tracts No. 1 and No. 2 of this Parcel being consolidated descriptions of the lands granted and conveyed unto Metropolitan Edison Company by Reading Traction Company by deed dated February 4, 1925, and recorded on February 5, 1925, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 605, page 394; by Reading Transit & Light Company by deed dated November 30, 1924, and recorded on February 5, 1925, as aforesaid, in Deed Book Vol. 605, page 396; by Jacob R. Bingaman and Sarah F. Bingaman, his wife, by deed dated January 29, 1923, and recorded on February 6, 1923, as aforesaid, in Deed Book Vol. 563, page 504; and by Oley Valley Railway Company by deed dated September 30, 1924, and recorded on February 5, 1925, as aforesaid, in Deed Book 605, page 399.

PARCEL NUMBER FIFTEEN

HAMBURG SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Hamburg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of Peach Alley, said point being 82.5 feet in a southerly direction from the southerly building line of Windsor Street; thence South 12 degrees East along the center line of Peach Alley a distance of 587.5 feet, more or less, to a monument; thence northwesterly along the easterly right of way line of the Schuylkill Valley Branch of the Pennsylvania Railroad, North 22 degrees West 596.2 feet to a point; thence North 78 degrees East 118.51 feet to the point, the place of beginning.

SUBJECT to an agreement dated May 1, 1924, and recorded in the Office for the Recording of Deeds, etc., in and for the said County of Berks, in Miscellaneous Book 97 at page 410, made and entered into by and between Hamburg Gas and Electric Company and Hahn Motor Truck Company, Inc., for the term of twenty-five years, whereby the latter company, inter alia, was permitted to construct and maintain a railroad siding over the above premises.

BEING a part of Tract Number One of Parcel Number One in the deed from Hamburg Gas and Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 97.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Hamburg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the dividing line between land now or formerly of the Reading Company and land now or formerly of Charles Seidel with the westerly right of way line of the Schuylkill Valley Branch of the Pennsylvania Railroad; thence along said

dividing line South 78 degrees West 130 feet, more or less, to a point 8¼ feet easterly from the berme bank of the Schuylkill Canal; thence southeasterly along said canal and 8¼ feet easterly from the berme bank thereof 460 feet, more or less, to the westerly right of way line aforesaid; thence northerly along the same parallel with the center line of said railroad and 30 feet distant at right angles therefrom 420 feet, more or less, to the place of beginning. Containing .57 of an acre, more or less.

BEING Tract Number Two of Parcel Number One in the deed from Hamburg Gas and Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 97.

PARCEL NUMBER SIXTEEN

WEST BOYERTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate partly in the Borough of Boyertown and partly in the Township of Colebrookdale, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southerly side of Reading Avenue, a 55 feet wide street as laid out on the topographical survey of the Borough of Boyertown and extended into Colebrookdale Township, to and beyond the herein described premises, said point being an iron pin set for a corner and being a corner in common of premises now or formerly of Paul M. Dotterer and the herein described premises; thence in a southerly direction and along property now or formerly of said Paul M. Dotterer and by a line making an interior angle of 89 degrees and 50 minutes with the aforementioned southerly side of Reading Avenue, a distance of 222.06 feet to a point; thence in a westerly direction and by a line 2 feet and 0 inches north of and parallel to the northerly side of a concrete drainage conduit, said line making an interior angle of 89 degrees and 10 minutes with the last described line, the distance of 168.14 feet to a point; thence in a northerly direction and along the left bank of the Ironstone Creek and by a line making an interior angle of 76 degrees and 13 minutes with the last described line, the distance of 109.27 feet to a point; thence still in a northerly direction and along the left bank

of the Ironstone Creek and by a line making an interior angle of 190 degrees and 32 minutes with the last described line, the distance of 113.78 feet to a point in the aforementioned southerly side of Reading Avenue extended; thence in an easterly direction and along the southerly side of the said Reading Avenue and by a line making an interior angle of 94 degrees and 15 minutes with the last described line, the distance of 132.47 feet, to the iron pin, the place of beginning.

Said tract or parcel of land being bounded northerly by said Reading Avenue, easterly by lands now or formerly of Paul M. Dotterer and lands now or formerly of Walter B. Yerger, southerly by lands now or formerly of said Walter B. Yerger, and westerly by Ironstone Creek. Containing 32,044 square feet.

Together with the right to maintain, renew, repair, and reconstruct, along the western boundary of the tract or parcel of land above described, the existing cribbing at its present location and at its present or such other height as in the judgment of Metropolitan Edison Company, its successors and assigns, may be necessary to protect the above described tract or parcel of land from the flood waters of Ironstone Creek; and also the right, for the aforesaid purposes, of ingress, egress, and regress to and from other lands of Walter B. Yerger lying between the said western boundary of the tract or parcel of land above described and the bed of the said Ironstone Creek.

UNDER AND SUBJECT to the reservation of certain iron ore, which reservation is contained in the deed dated September 23, 1774 from Thomas Rutter and wife and Samuel Potts and wife to Henry Staufer, in the following language:

> "Excepting and hereby reserving out of this Present grant unto them the said Thomas Rutter and Samuel Potts their Heirs and Assigns ALL the Iron Ore already discovered or which may hereafter be discovered in and upon the hereby granted Premises with the Liberty of digging for and carrying the same from off the premises."

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter B. Yerger, widower, by deed dated August 29, 1941, and recorded on August 29, 1941, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 853, page 59.

PARCEL NUMBER SEVENTEEN

Fleetwood Substation Site

All that certain tract of land, with the improvements thereon erected, situate in the Township of Richmond, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point, the intersection of the Northerly side of the Blandon to Fleetwood Road and the Westerly side of the concrete bridge crossing Willow Creek and in line with the Northerly curb line of Main Street, Fleetwood; thence along the Northerly side of the said Blandon to Fleetwood Road South 81 degrees 18 minutes West 84 feet to a stake; thence along a brush line North 41 degrees 42 minutes West 95 feet to a point; thence North 63 degrees 48 minutes East 81.7 feet to the Westerly bank of said Willow Creek; thence along the Westerly side of the said creek in a Southeasterly direction to the point, the place of beginning. Containing .201 acres, more or less.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Otto E. Nygaard and Edna M. Nygaard, his wife, by deed dated April 15, 1944, and recorded on April 15, 1944, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 893, page 633.

PARCEL NUMBER EIGHTEEN

Mohnton Substation Site

All that certain tract or piece of ground, with the improvements thereon erected, situate in the Borough of Mohnton (formerly Mohnsville), Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point, the northeast corner of Front and Main Streets; thence by said Main Street north three and one-half degrees (3½°) east sixty feet (60′) to a point; thence by property now or formerly of Cyrus D. Hornberger south eighty-six and one-half degrees (86½°) east one hundred and sixty feet (160′) to an alley; thence by said alley south three and one-half degrees (3½°) west sixty feet (60′) to Front Street; thence by said Front Street north

eighty-six and one-half degrees (86½°) west one hundred and sixty feet (160′) to the place of beginning. Containing thirty-five and one-third (35⅓) perches, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Reading & Southwestern Street Railway Company by deed dated September 14, 1925, and recorded on January 9, 1926, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 624, page 611, and being the same premises referred to in a certain indenture made on November 18, 1925, between the Reading Transit Company and Metropolitan Edison Company and recorded as aforesaid on January 9, 1926 in Deed Book No. 624, page 613.

PARCEL NUMBER NINETEEN

KUTZTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Kutztown, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the Southerly right of way line of the Kutztown Branch of the Reading Company, said point being 103 feet East from the Northeasterly corner of property now or formerly of Kutztown Silk Corporation; thence along said Southerly right of way line, South 57 degrees 22 minutes East 90 feet to a point, a corner of lands now or formerly of Harry W. Knittle; thence along lands now or formerly of said Harry W. Knittle, the following three courses and distances, namely: South 38 degrees 10 minutes West 65 feet; thence North 51 degrees 50 minutes West 89.66 feet; thence North 38 degrees 10 minutes East 55 feet to the point in the said Southerly right of way line, the place of beginning.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by Fleetwood and Kutztown Electric Light, Heat and Power Company by deed dated May 31, 1930, and recorded on August 2, 1930, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 724, page 23.

PARCEL NUMBER TWENTY

Wernersville Substation Site

All that certain lot or piece of ground, with the improvements thereon erected, situate at the southwest corner of Penn Avenue and South Laurel Streets in the Borough of Wernersville, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point where the southerly building line of Penn Avenue intersects the westerly building line of South Laurel Street; thence in a southerly direction along the westerly building line of South Laurel Street a distance of 185 feet, more or less, to a point in the middle of Railroad Alley; thence extending in a westerly direction along the middle of said Railroad Alley North 66 degrees 50 minutes West 39.68 feet to a point in line of property now or formerly of R. A. Wolfensberger; thence along said property in a northerly direction 185 feet to the southerly building line of Penn Avenue; thence in an easterly direction along the southerly side of Penn Avenue a distance of 39.68 feet to the point, the place of beginning.

Being a part of the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor), by John F. Leininger by deed dated July 24, 1909, and recorded on July 28, 1909, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 366, page 178.

PARCEL NUMBER TWENTY-ONE

Adamstown Substation Site

All that certain piece or parcel of land, with the improvements thereon erected, situate in the Township of Spring, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the Northern right of way line now or formerly of the Adamstown & Mohnsville Electric Railway Company; thence along the same South sixty-seven degrees twenty minutes (67° 20′) East thirty (30) feet to a point; thence along the property now or formerly of Daniel Gehman North twenty-four degrees fifty minutes (24° 50′) East thirty (30) feet to a point; thence along the

property now or formerly of Barbara Brossman North sixty-seven degrees twenty minutes (67° 20′) West thirty (30) feet to a point; thence along the same South twenty-four degrees fifty minutes (24° 50′) West thirty (30) feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by Barbara Brossman, single, by deed dated June 11, 1912, and recorded on November 4, 1912, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 408, page 16.

PARCEL NUMBER TWENTY-TWO

BERNVILLE SUBSTATION

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Jefferson, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin driven in the ground in the westerly side of the Bernville-Schaefferstown Road, known as Pennsylvania State Highway Route 83, said pin being 30 feet distant in a southerly direction from the point where the boundary line dividing the properties now or formerly of Daniel M. Fox and Katie G. Fox, his wife, and Walter Lutz intersects the westerly side of said Road; thence along the westerly side of said Road South 15 degrees 0 minutes East 100 feet to a stake; thence along other property now or formerly of Daniel M. Fox and Katie G. Fox, his wife, the following three courses and distances, viz.: South 81 degrees 30 minutes West 100 feet to a stake; North 15 degrees 0 minutes West 100 feet to a stake, said stake being 30 feet distant in a southerly direction from the said boundary line dividing the properties now or formerly of Daniel M. Fox and Katie G. Fox, his wife, and Walter Lutz; and North 81 degrees 30 minutes East 100 feet to the iron pin, the place of beginning. Containing 9,935 square feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Daniel M. Fox and Katie G. Fox, his wife, by deed dated October 10, 1941, and recorded on October 15, 1941, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 852, page 622.

PARCEL NUMBER TWENTY-THREE

Ninth and Exeter Streets Outdoor Substation Site

All that certain lot or piece of ground, with the improvements thereon erected, situate in the 17th Ward, City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake in the westerly building line of Kutztown Road, said stake being 202.18 feet northwesterly from the intersection of the westerly building line of North Ninth Street and the westerly building line of Kutztown Road; thence southerly along the westerly building line of Kutztown Road a distance of 142.88 feet to a point; thence in a westerly direction by a line making an interior angle of 90 degrees with the said westerly building line of Kutztown Road, a distance of 38.57 feet to a point; thence by a line making an interior angle of 123 degrees 13 minutes with the last mentioned line a distance of 99.26 feet to the northwesterly side of a 20 feet wide alley and property now or formerly of Reading Iron Company; thence along property now or formerly of the said Reading Iron Company and the northwesterly side of said alley a distance of 109.12 feet to the stake, the place of beginning.

Under and subject to the right of the Reading Company, its successors and assigns, to use in common with Metropolitan Edison Company the 20 foot wide alley along the northerly part of the above described premises.

Being a part of the same premises granted and conveyed unto Metropolitan Edison Company by the Reading Company by deed dated March 20, 1926, and recorded on April 22, 1926, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 622, page 658.

PARCEL NUMBER TWENTY-FOUR

Lancaster Avenue Outdoor Substation

All those certain two (2) lots or pieces of ground, with the improvements thereon erected, situate on the northerly side of Lancaster Avenue in the Eighteenth Ward of the City of Reading, Berks County, Pennsylvania, being lots Nos. 31 and 32 on the Plan of Lots laid out by Geo. Bechtel Estate, said plan being recorded in the Office for the Recording of Deeds, etc., in and for said County

of Berks in Plan Book 1, Map 4. Said lots contain forty (40) feet fronting on said Lancaster Avenue and extend in a southerly direction between parallel lines a distance of one hundred seventy-eight (178) feet one and three-fourths (1¾) inches to a twenty (20) feet wide alley. Said lots are bounded northerly by Lancaster Avenue, southerly by said twenty (20) feet wide alley, westerly by Reading Company's Belt Line and easterly by lot No. 33 on said plan.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John C. Cook, Sheriff of Berks County, Pennsylvania, by deed dated December 30, 1936, and recorded on January 11, 1937, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 793, page 106.

PARCEL NUMBER TWENTY-FIVE

NINTH AND SOUTH STREETS OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN lot or tract of land, with the improvements thereon erected, situate in the Second Ward in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the western building line of South Ninth Street and the centre of South Street, now vacated; thence south westwardly in the centre of said vacated South Street, along property now or formerly of the Keystone Cold Storage and Ice Company, one hundred and sixty (160) feet to a point in land now or formerly of Reading Iron Company; thence in a southerly direction in a line parallel with the western building line of said South Ninth Street, seventy-four (74) feet five and one-half (5½) inches to a point in other land now or formerly of said Reading Iron Company; thence northeastwardly along the same and parallel with the centre of said vacated South Street, one hundred and sixty (160) feet to a point in the aforesaid western building line of said South Ninth Street; thence northwardly along the same seventy-four (74) feet five and one-half (5½) inches to the place of beginning. Containing eleven thousand nine hundred and thirteen and one-third square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Iron Company by deed dated July 21, 1924, and recorded on July 28, 1924, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 602, page 55.

PARCEL NUMBER TWENTY-SIX

Nineteenth and Cotton Streets Outdoor Substation Site

All that certain lot or piece of ground, with the improvements thereon erected, situate on the Southwest corner of Nineteenth and Cotton Streets, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at the building line at the Southwest corner of Nineteenth and Cotton Streets; thence Southward along the West side of said Nineteenth Street one hundred five (105) feet to a point, at a ten (10) feet wide alley; thence Westward along said alley one hundred six (106) feet eleven and three-quarter (11¾) inches to a point at lands now or formerly of the Louis Kremp Estate; thence Northward along the same one hundred five (105) feet to Cotton Street; thence along the Southern building line of said Cotton Street one hundred six (106) feet eleven and three-quarter (11¾) inches to the place of beginning.

Containing in breadth, East and West, one hundred six (106) feet eleven and three-quarter (11¾) inches and in depth, North and South, one hundred and five (105) feet.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Berks County Trust Company by deed dated December 2, 1936, and recorded on December 2, 1936, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 791, page 196.

PARCEL NUMBER TWENTY-SEVEN

Blandon Outdoor Substation Site

All that certain lot or piece of ground, with the improvements thereon erected, situate in the Township of Maidencreek, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake on the northwest side of a public road leading from Blandon to Fleetwood distant eighteen and seven-tenths (18.7) feet northeasterly from a post, a corner of land now or formerly of Henry W. Rathje and right of way now or formerly of Allentown & Reading Traction Company; thence along property now or formerly of said Henry W. Rathje, north forty-two (42) degrees

west one hundred (100) feet to a stake; thence north forty-eight (48) degrees east one hundred (100) feet to a stake; thence south forty-two (42) degrees east one hundred (100) feet to a stake on the northwest side of said road; thence along the same south forty-eight (48) degrees west one hundred (100) feet to a stake, the place of beginning; bounded on the north, south and west by lands now or formerly of the said Henry W. Rathje and on the east by the Blandon and Fleetwood Road. Containing ten thousand (10,000) square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Henry W. Rathje and Annie Catherine Rathje, his wife, by deed dated March 13, 1925, and recorded on March 16, 1925, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 605, page 567.

PARCEL NUMBER TWENTY-EIGHT

SOUTH NINTH STREET SWITCHING STRUCTURE SITE

ALL THAT CERTAIN piece or parcel of land, with the improvements thereon erected, situate on South Ninth Street, in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the southern side of Ninth Street, said stake being at the northwestern corner of land now or formerly of Karol Drobek and Mary Drobek and at the northeastern corner of the land now or formerly of the Reading Iron Company; thence in an easterly direction along the said Ninth Street sixty-four (64) feet to a stake; thence by a line perpendicular to the southern building line of the aforesaid Ninth Street in a southerly direction one hundred (100) feet to a stake on the northern line of a ten (10) foot wide alley; thence along the northern side of said alley, by a line parallel to said southern building line of said Ninth Street forty-two and nine-tenths (42.9) feet to a stake on the property line between the lands now or formerly of Karol and Mary Drobek and the lands now or formerly of the Reading Iron Company; thence along said property line, making an interior angle one hundred and one (101) degrees fifty-five (55) minutes with the line last above described, one hundred two and two-tenths (102.2) feet to the place of beginning. Containing one hundred twenty-three thousandths (.123) of an acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Karol Drobek and Mary Drobek, his wife,

by deed dated September 14, 1925, and recorded on September 21, 1925, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 607, page 691.

PARCEL NUMBER TWENTY-NINE

Bally Switching Structure Site

All that certain square tract or parcel of land, with the improvements thereon erected, situate in the Borough of Bally, Berks County, Pennsylvania, along the extreme Western border of the Borough line of the said Borough of Bally, same being bounded on the West by land now or formerly of Charles Gensler, on the North and East by land now or formerly of Harvey Latshaw and Hanna Latshaw, his wife, and on the South by Main Street. Containing in front or width along the Northerly line of said Main Street 30 feet and extending in depth in parallel lines a distance of 30 feet. Containing 900 square feet of land.

Being Parcel Number Four in the deed from The Boyertown Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 88.

PARCEL NUMBER THIRTY

Mt. Penn Laboratory Site

All those certain four (4) adjoining building lots comprising a piece of ground situate on the Northwest Corner of 23rd and Fairview Streets, with the improvements thereon erected, in the Borough of Mt. Penn, Berks County, Pennsylvania, and numbered 1, 2, 3 and 4 on a certain plan of building lots laid out by Abraham F. Reeser, as will more fully appear by reference to said plan recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book No. 3, page 6, more particularly bounded and described as follows to wit:

Beginning at a point, the Northwest Corner of 23rd and Fairview Streets; thence North along the Western building line of said 23rd Street making an angle of eighty-seven degrees fourteen min-

utes (87° 14′) with the established building line of said Fairview Street, one hundred twelve feet eleven and three-fourths inches (112 ft. 11¾ in.) to a point on the South side of a ten (10) feet wide alley; thence West along the South side of said Alley seventy-eight feet ten and one-half inches (78 ft. 10½ in.) to a point, a corner of lot numbered five (5) on said plan, the property now or formerly of the Reading Real Estate Exchange; thence South along the same at right angles to said Fairview Street one hundred and twelve feet six and one-half inches (112 ft. 6½ in.) to a point on the North side of said Fairview Street; thence East along the same eighty-four feet four and one-half inches (84 ft. 4½ in.) to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by Reading Real Estate Exchange by deed dated June 28, 1909, and recorded on July 1, 1909, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 327, page 113.

PARCEL NUMBER THIRTY-ONE

TEMPLE LOT

ALL THAT CERTAIN tract or piece of ground, situate in the Township of Ontelaunee, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the southerly line of Long Lane, said point being located seven hundred and fourteen and nine-tenths feet (714.9′) west of the intersection of the produced middle line of a public road leading to Berkley and the aforesaid southerly line of Long Lane, as measured along said southerly line thereof and about twelve hundred feet (1200′) west of the intersection of said southerly line of Long Lane and the westerly line of State Highway Route 22, as measured along said southerly line of Long Lane; thence through lands now or formerly of Eastern Real Estate Company the following three (3) courses and distances: (1) South twenty-seven degrees no minutes East (S. 27 0′ E.) three hundred feet (300′); (2) South sixty-three degrees no minutes West (S. 63 0′ W.) six hundred and fifty-six and three hundred and four one-thousandths feet (656.304′) and (3) North twenty-seven degrees no minutes West (N. 27 0′ W.) three hundred feet (300′) to a point on aforesaid southerly line of Long Lane; thence along said southerly

line thereof North sixty-three degrees no minutes East (N. 63 0′ E.) six hundred and fifty-six and three hundred and four one-thousandths feet (656.304′) to the place of beginning. Containing four and fifty-two one-hundredths (4.52) acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated February 28, 1930, and recorded on March 21, 1930, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 711, page 252.

PARCEL NUMBER THIRTY-TWO

KUTZ LOT

ALL THAT CERTAIN tract or parcel of woodland, situate in the Township of Exeter, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, a common corner of lands now or formerly of George Foster, Anthony Lutz and John D. Glase; thence along said land now or formerly of John D. Glase South forty-seven (47) degrees four (4) minutes East 541.82 feet to a monument, a corner of land now or formerly of Daniel J. Haas; thence along said land now or formerly of Daniel J. Haas South sixty-five (65) degrees six (6) minutes West 298.38 feet to a monument, a corner of lands now or formerly of Ephraim Mull; thence along said lands now or formerly of Ephraim Mull South sixty-seven (67) degrees two and one-half (2½) minutes West 1016.1 feet to a monument; thence still along said lands now or formerly of Ephraim Mull North twelve (12) degrees five (5) minutes West 505.53 feet to a monument, a corner of said land now or formerly of George Foster; thence along said land now or formerly of George Foster the five following courses and distances: North seven (7) degrees thirty-five (35) minutes West 52.8 feet to a monument, North fifty-two (52) degrees forty (40) minutes East 194.87 feet to a monument, North seventy-two (72) degrees forty (40) minutes East 280.5 feet to a monument, North seventy-three (73) degrees forty (40) minutes East 376.2 feet to a monument and North seventy-five (75) degrees no (0) minutes 143.55 feet to the place of beginning. Containing 14.556 Acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by James E. Dalton and Ruth Norwood Dalton, his wife, by deed dated January 23, 1931, and recorded on January 27, 1931, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 704, page 641.

PARCEL NUMBER THIRTY-THREE

WEST LEESPORT LOT

ALL THAT CERTAIN tract or parcel of land, situate in the Borough of West Leesport, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument where the Westerly bank of the Schuylkill River intersects the Northerly curb line of Wall Street; thence along the Northerly curb line of Wall Street South 47 degrees 15 minutes West 63.40 feet to an iron pin in line with the Easterly curb line of River Road; thence along the Easterly curb line of River Road North 51 degrees West 86.76 feet more or less to a monument in the Southerly side of a seven foot wide alley; thence along the Southerly side of said seven foot wide alley North 50 degrees 3 minutes East 33.59 feet to the Westerly bank of the said Schuylkill River; thence along the Westerly bank of said River the several courses and distances thereof to the monument, the place of beginning. Containing .094 of an acre.

BEING Parcel Number Three in the deed from Hamburg Gas and Electric Company to Metropolitan Edison Company, dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 673, page 97.

PARCEL NUMBER THIRTY-FOUR

READING ELECTRIC LIGHT & POWER COMPANY LEASEHOLD

ALL of the leasehold right, title and interest of Metropolitan Edison Company in and to the property and franchises of the Reading Electric Light & Power Company, acquired under and by virtue of a certain Indenture of Lease made the 12th day of April, 1894, between the Reading Electric Light & Power Company, as Lessor, and the

Metropolitan Electric Company (to which the Company is successor) as Lessee, for the term of 99 years from and including the first day of January, 1894, and subject to the terms, provisions and conditions in said Lease contained and which said Indenture of Lease is duly recorded in the Office for Recording of Deeds in and for Berks County, Pennsylvania, on April 13, 1894, in Miscellaneous Book No. 42, page 48, etc., to which reference is hereby made for a more complete description of the property and franchises thereby demised and the terms and conditions of said lease.

PARCEL NUMBER THIRTY-FIVE

Lebanon Office Building Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the south side of Chestnut Street, the northeast corner of house number 704 Chestnut Street; thence along the south side of Chestnut Street, north eighty-three degrees and ten minutes east (N 83° 10′ E) forty-eight feet (48′ 0″) to a nail in the sidewalk, the southwest corner of Seventh and Chestnut Streets; thence along the west side of Seventh Street, south two degrees and twenty-five minutes west (S 2° 25′ W) two hundred and two and four-tenths feet (202.4′) to a stake; thence along the north side of Federal Street, south eighty-three degrees and seven minutes west (S 83° 7′ W) thirty-four and three-tenths feet (34.3′) to a nail in a post; thence along line of land now or formerly of H. Daugherty, north twenty-three minutes west (N 0° 23′ W) one hundred and one feet (101′) to a stake; thence by line of land now or formerly of H. L. Gebhard the following two (2) courses and distances: north seventeen minutes east (N 0° 17′ E) seventy-two and five-tenths feet (72.5′) to a point, and north six degrees and fifty minutes west (N 6° 50′ W) twenty-eight feet (28′) to the place of beginning.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Peoples National Bank of Lebanon by deed dated May 31, 1922, and recorded on June 10, 1922, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 4, page 142.

PARCEL NUMBER THIRTY-SIX

Lebanon Garage and Storehouse Site

All that certain lot or small piece of land, with the improvements thereon erected, situate on the northwest corner of Willow and North Fourth Streets, in the City of Lebanon, Lebanon County, Pennsylvania, fronting on the west side of said North Fourth Street, two hundred and fifty (250) feet, more or less, and extending westwardly along the north side of said Willow Street, in depth one hundred and ninety-eight (198) feet, more or less, bounded on the north by property now or formerly of the Lebanon Belt Railway and the Quittapahilla Creek; on the east by said North Fourth Street; on the south by said Willow (formerly Water) Street; and on the west by Cherry Alley.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Miller Brothers, Inc. by deed dated April 21, 1923, and recorded on May 12, 1923, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 4, page 241.

PARCEL NUMBER THIRTY-SEVEN

Eighth Street Substation Site

Tract No. 1

All that certain tract or piece of ground, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake a corner of this and other lands now or formerly of the Cornwall and Lebanon Railroad Company; thence along line of lands of said Railroad Company, North six degrees and Thirty-five minutes East, one hundred and eighteen and two-tenths feet to a stake (N. 6 degrees 35′ E. 118.2′); thence along line of other lands of said Railroad Company South eighty-three degrees and twenty-five minutes East, one hundred and three and eight-tenths feet to a stake in line of lands now or formerly of the Philadelphia and Reading Railroad Company (S. 83 degrees 25′ E. 103.8′); thence along line of lands now or formerly of the said Philadelphia and

Reading Railroad Company, South, seven degrees forty-three minutes West, one hundred and forty and three-hundredths feet to a stake (S. 7 degrees 43′ W. 140.03′); thence along line of other lands now or formerly of the Cornwall and Lebanon Railroad Company North eighty-three degrees and twenty-five minutes West, eighty and nine-tenths feet to a stake (N. 83 degrees 25′ W. 80.9′); thence, by a curve of four hundred and six feet radius, at forty-six and seven-tenths feet from the centre line now or formerly of the Belt Line Branch of the Cornwall and Lebanon Railroad Company, and concentric therewith, twenty-eight and two-tenths feet to the place of beginning. Containing Three hundred and twenty-four One-Thousandths Acres (0.324/1000A.).

TOGETHER WITH the right of ingress, egress and regress to and from Eighth Street in the City of Lebanon, Pennsylvania, and the lands above described over the land formerly of the Cornwall and Lebanon Railroad Company, now Pennsylvania Railroad Company, such right of passage not to exceed 8 feet in width, all as more particularly described in an agreement dated March 17, 1891, between Cornwall and Lebanon Railroad Company and The Edison Electric Illuminating Company of Lebanon, Pennsylvania, recorded on April 19, 1912, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 2, page 226.

BEING the same premises granted and conveyed unto The Edison Electric Illuminating Company of Lebanon, Pennsylvania (to which the Company is successor) by Cornwall and Lebanon Railroad Company by deed dated March 17, 1891, and recorded on March 17, 1891, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book X, Volume 2, page 792.

EXCEPTING AND RESERVING from said tract or piece of ground hereinbefore described:

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at the Northwest Corner of property formerly of The Edison Electric Illuminating Company of Lebanon, Pennsylvania, a corner of the property now or formerly of the said Cornwall and Lebanon Railroad Company; thence along the said last mentioned property South Eighty-three degrees, twenty-five minutes

East, Fifty-one and Seventy-three hundredths feet (S. 83 degrees 25′ E. 51.73 ft.); thence by the residue property formerly of the said The Edison Electric Illuminating Company of Lebanon, Pennsylvania, South Eighty-one degrees Fifteen minutes West, Fifty-three and Sixty-four hundredths feet (S. 81 degrees 15′ W. 53.64 ft.); thence along the property now or formerly of the said Cornwall and Lebanon Railroad Company North Six degrees, thirty-five minutes East, fourteen and Thirty-two hundredths feet (N. 6 degrees 35′ E. 14.32 ft.) to the place of beginning. Containing Three Hundred Seventy and four-tenths square feet (370.4 sq. ft.), being a portion of the tract of land hereinabove described, which was by deed dated March 21, 1893, and recorded as aforesaid in Deed Book C, Volume 3, Page 318, reconveyed and retransferred by said The Edison Electric Illuminating Company of Lebanon, Pennsylvania, to said Cornwall and Lebanon Railroad Company.

Tract No. 2

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast Corner of property formerly of The Edison Electric Illuminating Company of Lebanon, Pennsylvania, a corner of property now or formerly of the Cornwall and Lebanon Railroad Company on a property line now or formerly of the Philadelphia & Reading Railroad Company; thence along the said property formerly of The Edison Electric Illuminating Company of Lebanon, Pennsylvania, North eighty-three degrees, twenty-five minutes West, fifty-two and seven-hundredths feet (N. 83 degrees 25′ W. 52 07/100 ft.) more or less; thence along the residue property now or formerly of the said Cornwall and Lebanon Railroad Company, North eighty-one degrees fifteen minutes East, fifty-four and three-hundredths feet (N. 81 degrees 15′ E. 54 03/100 ft.) more or less, to a point on the property line now or formerly of the said Philadelphia & Reading Railroad Company; thence along the property now or formerly of the said Philadelphia & Reading Railroad Company, fourteen and forty-two hundredths feet, more or less, to the place of beginning. Containing three hundred and seventy-five and four-tenths square feet (375 4/10 sq. ft.), more or less.

BEING the same premises granted and conveyed unto The Edison Electric Illuminating Company of Lebanon, Pennsylvania (to which

the Company is successor) by Cornwall and Lebanon Railroad Company, by deed dated March 11, 1893, and recorded on February 7, 1894, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book C-3, page 314.

Tract No. 3

ALL THAT CERTAIN tract of land, with the improvements thereon erected, being a part of the tract of land situate on North Eighth Street, in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike at the Northwest Corner of property formerly of The Edison Electric Illuminating Company of Lebanon, Pennsylvania; thence along other property now or formerly of Cornwall and Lebanon Railroad Company, South Eighty-one degrees and fifteen minutes West, Thirty-nine and Twenty-nine Hundredths feet (S. 81 degrees 15 minutes W. 39.29 ft.) to a point; thence by the same South six degrees and thirty-five minutes West, Ninety and Eighty-three hundredths feet (S. 6 degrees 35′ W. 90.83 ft.) to a spike 20 feet distant from the inside of the head of the east rail of the East Lebanon Branch now or formerly of the Cornwall and Lebanon Railroad; thence by the same and parallel with the said east rail of the East Lebanon Branch, and twenty (20) feet distant therefrom, thirty-five and fifty-two hundredths feet (35.52 ft.) to a spike; thence by the same South eighty-three degrees and twenty-five minutes East, Thirty-two and Twenty-one hundredths feet (S. 83 degrees 25′ E. 32.21 ft.) to an iron post; thence along the property formerly of the said The Edison Electric Illuminating Company of Lebanon, Pennsylvania, by a curve having a radius of four hundred and six feet and concentric with the sixteen degrees curve of the said East Lebanon Branch, a distance of Twenty-eight and two-tenths feet (28.2 ft.) to a point; thence by the same North 6 degrees and thirty-five minutes East, one hundred and three and eighty-eight hundredths feet (N. 6 degrees 35′ E. 103.88 ft.) to the place of beginning.

BEING the same premises granted and conveyed unto The Edison Electric Illuminating Company of Lebanon, Pennsylvania (to which the Company is successor) by Cornwall and Lebanon Railroad Company, by deed dated December 2, 1899, and recorded on April 19, 1912, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 2, page 224.

Tract No. 4

ALL THAT CERTAIN triangular lot or piece of land, with the improvements thereon erected, situate in the Fourth Ward of the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the Northwesterly corner of the Boiler House belonging to the Metropolitan Edison Company at the distance of one hundred twenty-seven feet and four-tenths of a foot measured Eastwardly from and at right angles to the Easterly line of Eighth Street; thence by land of The Pennsylvania Railroad Company along the Westerly wall of said Boiler House South six degrees thirty-five minutes West one foot and five-tenths of a foot to the Northerly line of land of the Metropolitan Edison Company; thence along said line of land through the said Boiler House North eighty-one degrees fifteen minutes East thirteen feet to a point in the Northerly wall of said Boiler House; thence by other land of the said The Pennsylvania Railroad Company along the Northerly wall of said Boiler House South eighty-seven degrees fifty-nine minutes West twelve feet and eight-tenths of a foot to the place of beginning. Containing Nine Square Feet and seventy-five one-hundredths of a Square Foot, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company, by deed dated July 21, 1919, and recorded on July 31, 1919, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 3, page 414.

PARCEL NUMBER THIRTY-EIGHT

SOUTH LEBANON SUBSTATION SITE

ALL THAT CERTAIN tract or piece of land, with the improvements thereon erected, situate in the Township of South Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the southwest side of the road running from Lebanon to Schaefferstown, said point being in the property line between lands now or formerly of S. W. Stager and Alfred and Samuel Weiss; thence along the Southwest side of said road South

thirty-eight (38) degrees East 485 feet to a corner; thence along other lands now or formerly of Alfred and Samuel Weiss South fifty-two (52) degrees West 500 feet to a corner; thence along the same North thirty-eight (38) degrees West 570.82 feet to land now or formerly of S. W. Stager; thence along the same North sixty-one (61) degrees forty-four (44) minutes East 507.33 feet to place of beginning. Containing 6.06 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Alfred S. Weiss (M. D.) and Pauline M. Weiss, his wife, by deed dated June 22, 1925, and recorded on September 18, 1925, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 5, page 33.

PARCEL NUMBER THIRTY-NINE

16TH STREET SUBSTATION SITE

ALL THAT CERTAIN tract, piece or parcel of land, with the improvements thereon erected, situate in the Township of North Cornwall, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike at the intersection of the center line of the concrete channel of Quittapahilla Creek and the center line of the concrete bridge on South Sixteenth Street; thence along said last-mentioned center line and said South Sixteenth Street, North 10 degrees 30 minutes West 110 feet to a spike; thence through land now or formerly of the Bethlehem Steel Company, of which this is a part, the three (3) following courses and distances: (1) South 79 degrees 30 minutes West 110 feet to a spike; (2) South 10 degrees 30 minutes East 87.72 feet to a point in the center line of said channel of Quittapahilla Creek; and (3) South 89 degrees 3 minutes East 112.23 feet to the place of beginning. Containing 0.25 of an acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Bethlehem Steel Company by deed dated November 21, 1941, and recorded on February 20, 1942, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book Vol. 9, page 153.

PARCEL NUMBER FORTY

Fontana Substation Site

All that certain tract of land, with the improvements thereon erected, situate in the Township of South Annville, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake on the Northerly side of public road, Route #322, twenty-two and seventy-five hundredths (22.75) feet North, and at right angles with the center line of the said public road, Route #322, leading from Cornwall to Campbelltown, and on line with the intersection of the public road, Route #241, leading to Elizabethtown; thence along lands now or formerly of David K. Bomberger in a Northerly direction a distance of seventy-five (75) feet to a stake; thence along said lands now or formerly of David K. Bomberger in an Easterly direction a distance of one hundred fifty (150) feet to a stake; thence along said lands now or formerly of David K. Bomberger in a Southerly direction a distance of seventy-five (75) feet to the Northerly side of public road, Route #322, and twenty-two and seventy-five hundredths (22.75) feet North of the center line of said road, Route #322; thence Westerly and parallel along said public road, Route #322, a distance of one hundred fifty (150) feet to a stake and place of beginning. Containing two hundred fifty-eight thousandths of an acre (0.258).

Being the same premises granted and conveyed unto Metropolitan Edison Company by David K. Bomberger, single, by deed dated March 22, 1939, and recorded on March 23, 1939, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book No. 8, page 437.

PARCEL NUMBER FORTY-ONE

Freystown Substation Site

All that certain lot or piece of ground, with the improvements thereon erected, situate in the Village of Freystown, Township of Bethel, Berks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake in the southerly side of State road leading from Freystown to Fredericksburg in the Village of Freystown, known

as Market Street, said stake being 208.0 feet measured along the said southerly side of State road from the easterly side of public road leading from Myerstown to Pine Grove, known as Cumberland Street, and said stake being 22.0 feet measured at right angles from the center line of said State road; thence along the said southerly side of State road South 80 degrees 0 minutes East 56 feet to a stake, said stake being also 22.0 feet, measured at right angles from the said center line of State road; thence along property now or formerly of Serenus Hower the following courses and distances: South 10 degrees 0 minutes West 75.0 feet; North 80 degrees 0 minutes West 56 feet and North 10 degrees 0 minutes East 75.0 feet to the place of beginning. Containing 0.096 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Serenus Hower by deed dated November 19, 1940, and recorded on November 22, 1940, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 839, page 327.

PARCEL NUMBER FORTY-TWO

ANNVILLE OUTDOOR SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN piece or tract of ground, with the improvements thereon erected, situate in the Township of North Annville, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a public road leading to the Water Works and the line of lands now or formerly of the Philadelphia and Reading Railway Company; thence west along the line of lands now or formerly of the P. & R. R. Co. 115 feet to a point on a line of lands now or formerly of Harry E. Millard; thence north 100 feet to a point on line of other lands now or formerly of Harry E. Millard; thence east along the line of said lands now or formerly of Harry E. Millard 115 feet to the center of the public road leading to the Water Works; thence south along the center of said road 100 feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by York Haven Water & Power Company by deed

dated May 28, 1924, and recorded on June 7, 1924, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book Volume 4, page 573.

Tract No. 2

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate in the Township of Annville, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the center line of a public road leading from Annville to Union Water Works, said spike being the southeast corner of certain property conveyed to Metropolitan Edison Company by York Haven Water & Power Company, by deed dated May 28, 1924, and recorded in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 4 at page 573, and said spike also being in the northern boundary line of the right of way of the Reading Company, Lebanon Valley Branch, 42 feet northerly from center line of said right of way; thence in a northerly direction along center line of the said road and along the said property of Metropolitan Edison Company and property now or formerly of Harry E. Millard N. 10 degrees W. 200 feet to a spike, also in the center of the aforesaid road; thence along property now or formerly of Samuel Beaver and others N. 83 degrees E. 218.00 feet to a monument; thence still along property now or formerly of Samuel Beaver and others S. 10 degrees E. 200.00 feet to a monument in the aforesaid northern boundary line of the right of way of the Reading Company; thence in a westerly direction along said northern boundary line of the right of way of the Reading Company S. 83 degrees W. 218.00 feet to place of beginning. Containing one (1) acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Samuel Beaver, Franklin U. Beaver, Lavina M. Beaver, Rebecca M. Patschke and Benjamin F. Patschke, her husband, George W. Beaver, Myrle V. Saylor, E. Irene Bodenhorn, S. Lee Bodenhorn, Helen G. Bodenhorn, Harry B. Bodenhorn, Evelyn R. Bodenhorn and Anna J. Bodenhorn by deed dated March 24, 1928, and recorded on April 25, 1928, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 5, page 516.

PARCEL NUMBER FORTY-THREE

MYERSTOWN OUTDOOR SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Myerstown, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of East Richland Avenue, said point being 171 feet east from the east side of Cherry Street; thence by land now or formerly of the Myerstown Silk Company North 3 degrees 56 minutes East 200 feet to a stake; thence by land now or formerly of Nicholas R. Yost, South 82 degrees 42 minutes East 361.5 feet to a stake in the west line of Broad Street; thence along the west line of Broad Street South 3 degrees 11 minutes East 200 feet to a point in the center line of East Richland Avenue; thence along the center line of East Richland Avenue North 82 degrees 44 minutes West 364.2 feet to the point the place of beginning. Containing 1.66 Acres more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Nicholas R. Yost and Rebecca Yost, his wife, by deed dated January 5, 1929, and recorded on January 5, 1929, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 5, page 668.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Myerstown, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the middle of East Richland Avenue, said spike being 321 feet east of the east side of Cherry Street and said spike being also 150 feet east of the southwest corner of other lands of the Metropolitan Edison Company; thence continuing along the middle of East Richland Avenue south 82 degrees 44 minutes east 100 feet to a spike; thence by lands formerly of Nicholas R. Yost, deceased, the following three courses and distances: South 7 degrees 16 minutes west 150 feet to a stake; north 82 degrees 44 minutes west 100 feet to a stake; and north 7 degrees 16 minutes east 150 feet to the place of beginning. Containing 0.344 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Myerstown National Bank of Myerstown, Pa., Executor of the Will of Nicholas R. Yost, deceased, and Rebecca Yost, widow of Nicholas R. Yost, deceased, by deed dated January 11, 1930, and recorded on January 22, 1930, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 6, page 32.

PARCEL NUMBER FORTY-FOUR

PALMYRA OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Palmyra (formerly Township of North Londonderry), Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the east side of Penn Street, being the northeast corner of said Penn Street and a 20 foot alley; thence northwardly along the east side of said Penn Street 40 feet to a point; thence eastwardly along Lot No. 187 on the plan of East Palmyra, now or formerly of H. Rhoads, 117 feet to a point on the west side of Forge Street; thence southwardly along the west side of said Forge Street 40 feet to a point on the north side of said 20 foot alley; thence westwardly along the north side of said 20 foot alley 117 feet to a point, the place of beginning; said lot being known as No. 186 on the aforesaid plan of East Palmyra.

BEING Parcel Number Three in the deed from Annville and Palmyra Electric Light Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 6, 1928, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 5, page 604.

SUBJECT to the following conditions and restrictions contained in the above recited deed:

"The streets and alley adjoining the above described tract are not to pass as a part of the premises herein conveyed, but are expressly excluded therefrom. This conveyance is expressly made subject to the following building restrictions and covenants: All buildings other than porches and steps must be erected at least 25 feet distant from the street line on the east side of Penn Street, shade trees must be planted on a strip of ground 3 feet in width immedi-

ately adjoining the street line on the east side of Penn Street and must be kept trimmed free of leaves and branches at least 8 feet high from the level of the pavement; a cement pavement at least 6 feet in width must be laid on strip of ground immediately adjoining strip of ground 3 feet in width (used for planting shade trees) and must conform to grade furnished by Wm. L. Kreider, Wm. H. Kreider, Harry C. Kreider, David A. Kreider and Eugene W. Bowman, or any of them, their or each of their heirs and assigns, when demanded by the said Wm. L. Kreider, Wm. H. Kreider, Harry C. Kreider, David A. Kreider and Eugene W. Bowman, or any of them, their or each of their heirs and assigns. Cement pavement above referred to must extend to the middle of the 20 foot alley on the south of said lot. No stable or slaughter house shall be erected on any portion of said premises and only dwelling houses shall be erected fronting on Penn Street. It is expressly agreed that said deed shall be void if any or all of the restrictions and covenents above mentioned are violated."

PARCEL NUMBER FORTY-FIVE

Fifth Avenue Outdoor Substation Site

All that certain tract of land, with the improvements thereon erected, situate in the Ninth Ward of the City of Lebanon, Lebanon County, Pennsylvania, bounded and described, as follows, to wit:

Beginning at a point on the northern building line of Cumberland Street, said point being at a distance of One Hundred Sixty-five and Two-tenths (165.2) feet West from the western building line of Fifth Avenue; thence along the said northern building line of said Cumberland Street, South Eighty-one degrees Nine minutes (81°9′) West, a distance of Twenty-two (22) feet to land now or formerly of Clement F. Fittery; thence running by said land, North Five degrees Forty-one minutes (5°41′) West, a distance of One Hundred Twenty-seven (127) feet to a point; thence continuing by said land South Eighty-one degrees Nine minutes (81°9′) West, a distance of Forty-six and Five-tenths (46.5) feet to land now or formerly of Elizabeth Snyder; thence by said land, North Three degrees Twenty-four minutes (3°24′) West, a distance of One Hundred Two and One-tenth (102.1) feet to the right of way now or formerly of the Cornwall and Lebanon Railroad; thence by said right of way South Eighty-three

degrees Thirty minutes (83°30′) East, a distance of Sixty-five and Seven-tenths (65.7) feet to a point; thence South Five degrees Forty-one minutes (5°41′) East, a distance of Two Hundred Eleven and Five-tenths (211.5) feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Clement F. Fittery and Mary Fittery, his wife, by deed dated October 20, 1924, and recorded on October 24, 1924, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 4, page 673.

PARCEL NUMBER FORTY-SIX

MT. GRETNA OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN parcel of land, with the improvements thereon erected, situate in the Township of West Cornwall, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a blue limestone, at the northwestern corner of lands now or formerly of Kaufman, on the eastern boundary of property now or formerly of the United Brethren Camp Meeting Association; thence westward at a right angle with said eastern boundary of property now or formerly of the United Brethren Camp Meeting Association ninety-one (91) feet, more or less, to First Street on said grounds; thence northward along said First Street one hundred and ten (110) feet; thence eastward ninety-four (94) feet, more or less, to the above named eastern boundary of property now or formerly of the United Brethren Camp Meeting Association; thence southward along said boundary line one hundred and ten (110) feet, to the place of beginning. Containing 10,175 square feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Weimer Electric Light & Power Company, by deed dated March 28, 1924, and recorded on May 23, 1924, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 4, page 561.

SUBJECT to the condition that intoxicating liquors shall never be manufactured, sold or otherwise disposed of as a beverage on the said premises.

PARCEL NUMBER FORTY-SEVEN

Pine Grove Switching Structure Site

All that certain tract of land, with the improvements thereon erected, situate in the Township of Jackson, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the northerly right of way line of the Lebanon Valley Branch of the P. & R. Railway Company, said point being in the easterly line of Public Road leading from William Penn Highway to Prescott-Myerstown road; thence in an easterly direction along said Railroad right of way line seventy-five feet to a corner; thence in a northerly direction and parallel to said easterly line of Public Road seventy-five feet to a corner; thence in a westerly direction and parallel to said northerly Railroad right of way line seventy-five feet to a corner in the easterly side of said road; thence along the same seventy-five feet to the place of beginning.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Harvey Bassler by Samuel S. Mosser, Attorney-in-fact, by deed dated November 8, 1922, and recorded on December 29, 1922, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 4, page 203.

PARCEL NUMBER FORTY-EIGHT

Lebanon Pole Storage Site

All that certain lot or piece of ground situate in the Township of North Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the property line of property now or formerly of the Philadelphia & Reading Railway Company, at the Northeast Corner of Front and Lehman Streets; thence Eastwardly along the North building line of said Lehman Street South Eighty-eight (88) degrees and Thirty-eight (38) minutes East a distance of One Hundred and Thirteen (113) feet to a point in property line dividing this and property now or formerly of Harry Deeds; thence Northwardly along said property line North One (1) degree and Twenty-two (22) minutes East a distance of One Hundred and Twenty-nine and Two-tenths (129.2) feet to a point in the Southern

building line of a Fifteen (15) feet wide alley known as Maple Alley; thence Westwardly along said Southern building line of said Maple Alley North Eighty-eight (88) degrees and Thirty-eight (38) minutes West a distance of One Hundred and Eleven and Sixty-eight-One-Hundredths (111.68) feet to the aforesaid property line of property now or formerly of said Philadelphia & Reading Railway Company; thence along said property line South One (1) degree and Twenty-two (22) minutes West a distance of One Hundred and Twenty-nine and Two-tenths (129.2) feet to Lehman Street.

BEING the same premises granted and conveyed unto Swatara Electric Light and Power Company (to which the Company is successor) by Daniel Weaver and Sarah Weaver, his wife, by deed dated February 25, 1911, and recorded on March 7, 1913, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book No. 2, page 286.

PARCEL NUMBER FORTY-NINE

MIDDLETOWN POWER PLANT SITE

ALL THAT CERTAIN parcel of land, with the improvements, thereon erected, situate in the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being 88 feet more or less, measured in a northerly direction along the westerly side of Fisher Alley from a point where it intersects the northerly curb line of State Street projected; thence along the westerly side of Fisher Alley South 31 degrees 03 minutes West a distance of 1,460 feet more or less to a point of low water mark of the Susquehanna River; thence along low water mark of Susquehanna River in a northerly direction a distance of 1,421.4 feet more or less to a point on the boundary line between the property herein described and the property of the United States of America (sometimes known as Middletown Aviation Depot); thence along the said boundary line the following courses and distances: (1) North 23 degrees 06 minutes East, 333.5 feet to a point, (2) South 67 degrees 54 minutes East, 9 feet to a point, (3) North 21 degrees 24 minutes East, 405 feet to a point, (4) North 22 degrees 59 minutes East, 230 feet to a point, (5) North 23 degrees 48 minutes East, 1,000 feet to a point, (6) South 59 degrees 38 minutes East, 11.1 feet to a point, (7) North

23 degrees 56 minutes East, 140 feet to a point on line of lands now or formerly of Pennsylvania Canal Company; thence along the said line of lands now or formerly of Pennsylvania Canal Company the following courses and distances: (1) South 48 degrees 42 minutes East, 99.8 feet to a monument, (2) South 43 degrees 18 minutes East, 750.31 feet to a monument, (3) South 47 degrees 45 minutes East, 177.96 feet to a monument, (4) South 52 degrees 15 minutes East, 135.76 feet to a monument, (5) South 58 degrees 54 minutes East, 186.30 feet to a monument, (6) South 57 degrees 15 minutes East, 281.10 feet to a monument, (7) South 32 degrees 45 minutes West, 8.6 feet to a monument, (8) South 57 degrees 15 minutes East, 47.85 feet to a monument on the westerly side of Fisher Alley, the place of beginning.

A small portion of the above described parcel of land, to wit, that portion made up of lots 38½ and 39 and the bed of a lane as shown on "Plan of Brestle and Connelly Extension" in the Borough of Middletown, is subject to an outstanding undivided one-half interest.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by Metropolitan Power Company by deed dated November 24, 1926, and recorded on February 25, 1927, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book E, Volume 21, page 31.

PARCEL NUMBER FIFTY

YORK HAVEN HYDRO PROJECT INCLUDING LANDS AND EASEMENTS ACQUIRED FOR FLOODING PURPOSES

Tract No. 1

ALL THAT CERTAIN parcel of land, with the improvements thereon erected, situate partly in the Borough of York Haven and partly in the Township of Newberry, both in York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the north side of the tail race of the York Haven Paper Company; thence along the tail race seventy-three feet, more or less, to a point on said race at the east side of the bridge now or formerly of the Paper Company over said tail race; thence along the northeast wing wall of said bridge twenty-two feet, more or less,

to the northeast end of said wing wall; thence north forty-eight degrees forty minutes west, one hundred forty-four and six-tenths feet to a concrete marker, which marker is five inches square and is located twelve feet and six inches southwest of the southwestern corner of the machine shop formerly of the York Haven Water & Power Company, and extending thence along a line parallel with and twelve feet six inches distant from the western side of said machine shop, north twenty-seven degrees fifteen minutes west, seventy-three feet to a concrete marker; thence along a line parallel with and twelve feet six inches from the northern side of said machine shop, north sixty-two degrees forty-five minutes east, fifty and five-tenths feet to a concrete marker, which concrete marker is in a northern continuation of the eastern building line of said machine shop; thence north twenty-seven degrees fifteen minutes west, approximately ninety-five feet to a point at the base of the forebay wall; thence northwestwardly along the downstream base of the forebay wall following the several courses and distances thereof, about two hundred twenty-two feet to a point on the building line of a frame addition of the wrapping room now or formerly of York Haven Paper Company and called "Storm Protection Building"; thence along the northeastern face of said building to a point which is the northern corner of the said building; thence westwardly along the northern face of said building twenty-one feet to a point; thence north seven degrees forty-six minutes west, five feet to a copper pin on the southern edge of the new concrete walk laid over the head gates now or formerly of York Haven Paper Company; thence south eighty-two degrees fourteen minutes west, one hundred four and one-tenth feet along the southern edge of the concrete walk over the head gates of the race now or formerly of York Haven Paper Company to a concrete pier, one and twenty-five hundredths feet from the storage building now or formerly of York Haven Paper Company; thence north sixteen degrees twenty-one minutes west, along a line parallel with said storage building, sixty-six and seven-tenths feet to a concrete marker; thence south seventy-two degrees west, forty-three and one-tenth feet to a concrete marker; thence south seventy-two degrees west, one hundred seventy-four and seventy-five hundredths feet to a concrete marker; thence south seventy-two degrees west, six hundred feet and seventy-five one-hundredths of a foot to a concrete pier; thence south fifty-two minutes east, two hundred eighty-five and seven-tenths feet to a concrete pier; thence south thirty-four degrees and twenty-six minutes west, eight hundred twenty-six and five-tenths feet to a concrete marker; thence north eighty-nine degrees

fifty-nine minutes east, four hundred fifty feet to a concrete marker; thence north seventy-seven degrees thirty minutes east, two hundred ninety-five feet to a concrete marker; thence south eighty-five degrees fifteen minutes west, five hundred twelve feet to a concrete marker; thence north forty-one degrees twenty-five minutes west four hundred four feet to a concrete marker; thence south fifty-six degrees east, fourteen hundred feet more or less to a concrete marker; thence north fifty-five degrees thirty-eight minutes west, eight hundred seventeen feet to a concrete marker; thence north fifty-five degrees seven minutes east, one hundred fifty feet to a concrete marker; thence south seventy-three degrees fifty-eight minutes east, five hundred thirty feet to a concrete marker; thence north fourteen degrees twenty-two minutes east, twelve hundred fifty-one feet to a concrete marker; thence north thirteen degrees thirty-five minutes east, one thousand twelve feet to the north side of property now or formerly of the Northern Central Railroad Company and on the line of the property known as the Tar Plant now or formerly of the York Haven Paper Company; thence along property now or formerly of said Northern Central Railroad Company north seventy-two degrees thirty-two minutes west, fourteen hundred sixty-six feet to a cut granite stone planted by the said Railroad Company; thence north twenty degrees fifty-eight minutes east, two hundred five feet to the bank of the Susquehanna River; thence by the various courses of said Susquehanna River easterly and southeasterly sixty-eight hundred twenty-five feet, more or less, to the place of beginning.

TOGETHER with the right, under the conditions described in the agreement hereinafter referred to, to use a certain roadway, certain railroad tracks and siding, and to maintain, use, and renew certain electric power lines, telephone wires and water and gas pipes, as granted to York Haven Water & Power Company, its successors and assigns, by York Haven Paper Company and evidenced by an agreement dated July 30, 1920 between those parties and recorded in the Office for the Recording of Deeds in and for York County, Pennsylvania, on August 12, 1920, in Record Book 21-H, page 616.

SUBJECT to the reservation to York Haven Paper Company, its successors and assigns, of sufficient flow of water to develop 3000 H.P. for all time; in accordance with the reservation to that effect in deed by Security Title & Trust Company of York to the York Haven Water & Power Company, dated May 31, 1901, and recorded as aforesaid on June 4, 1901, in Record Book 12-M., Page 409; to certain

easements in said above described land reserved to R. George Buchanan, et al., created by agreement between York Haven Water & Power Company and said R. George Buchanan, et al., dated September 10, 1901 and recorded as aforesaid in Deed Book 12-P-page 413; and to certain other easements in said land reserved to York Haven Paper Company by a certain boundary line agreement and deed between York Haven Water & Power Company and said York Haven Paper Company, dated July 30, 1920, and recorded as aforesaid in Deed Book 21-H, page 616.

SUBJECT ALSO to the right to support a bridge to operate the head gates in the head race wall formerly of York Haven Paper Company for the purpose of receiving the supply of water referred to in the above SUBJECT clause, and to construct an extension of a railroad siding as evidenced by the above mentioned agreement dated July 30, 1920 between York Haven Water & Power Company and York Haven Paper Company.

SUBJECT ALSO to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

EXCEPTING, however, from the land above described those certain strips and pieces of land heretofore conveyed by York Haven Water & Power Company to Northern Central Railroad Company, a Maryland corporation, bounded and described as follows, to wit:

First Strip. BEGINNING at a stake in the southwesterly line of property now or formerly of the said Railroad Company at the distance of thirty feet southwesterly from the line established for the center line of the railroad of the said Railroad Company in the northeasterly line of land now or formerly of the York Haven Paper Company extending thence by said land now or formerly of York Haven Paper Company south sixty-six degrees thirty-four minutes west one hundred feet and eight-tenths of a foot to a stake; thence by other land now or formerly of the said York Haven Water & Power Company, as follows: first, north seventeen degrees twenty-three minutes west, seven hundred and ninety-nine feet and five-tenths of a foot to a stake, and second, north fifty-two degrees five minutes east twenty feet to a stake, the southwesterly line of land now or formerly of the Railroad Company aforesaid; and thence southeasterly by said land parallel with the aforesaid center line and thirty feet distant southwestwardly therefrom, as follows, viz: first,

south thirty-seven degrees fifty-five minutes east, fifty feet to a stake, and second, by a line curving toward the west with a radius of one thousand three hundred and ninety-nine feet, the distance of six hundred and seventy-eight feet and three-tenths of a foot to a stake; and thence south ten degrees six minutes east, eighty-three feet and five-tenths of a foot to the place of beginning. Containing one and three hundred and seventy-one thousandths acres, more or less.

Second Strip. BEGINNING at a stake in the northeasterly line of land now or formerly of the Railroad Company aforesaid at the distance of thirty feet northeastwardly from the aforesaid center line in the southeasterly line of land now or formerly of Charles H. Bear, extending thence by said land now or formerly of Charles H. Bear, north thirty-seven degrees nineteen minutes east fifty feet and four-tenths of a foot to a stake; thence by other land now or formerly of said York Haven Water & Power Company by a line parallel with the aforesaid center line and eighty feet distant northeastwardly therefrom south sixty degrees twenty-one minutes east nine hundred and one feet and six-tenths of a foot to a stake in the northerly line of land now or formerly of the Railroad Company aforesaid; and thence by said land as follows, viz: First—north sixty-nine degrees fifty-three minutes west three hundred and one feet and eight-tenths of a foot to a stake; and second—north sixty degrees twenty-one minutes west six hundred and eleven feet and six-tenths of a foot to the place of beginning. Containing eight hundred and sixty-two one-thousandths of an acre, more or less.

Third Strip. BEGINNING at a stake at an angle in the northeasterly line of land now or formerly of the Northern Central Railroad Company at the distance of eighty feet measured northeastwardly from a point in the line established for the center line of the railroad of the said Railroad Company in the southeasterly line of land conveyed by Catharine Free to said Railroad Company by deed dated July 15, 1902, and extending thence by said land north thirty-seven degrees nineteen minutes east twenty feet and eighteen one-hundredths of a foot to a stake; thence in a general southeasterly direction by other land now or formerly of the said York Haven Water & Power Company on a line parallel with the aforesaid center line and one hundred feet distant, northeastwardly, therefrom as follows, viz: First, south sixty degrees twenty-one minutes east, one thousand six hundred and ten feet and two-tenths of a foot to a stake; second, on a line coming toward the south with a radius of seven thousand seven hundred and thirty-nine feet and forty-

nine one-hundredths of a foot a distance of nine hundred and thirty-nine feet and two-tenths of a foot to a stake; third, south fifty-three degrees twenty-three minutes east six hundred and fifty-nine feet and thirty-three one-hundredths of a foot to a stake; and fourth, on a line coming toward the south with a radius of five thousand eight hundred and twenty-nine feet and sixty-five one-hundredths of a foot, a distance of eight hundred and twenty-two feet and one-tenth of a foot to a stake; thence still by said land south forty-nine degrees thirty-three minutes west, twenty feet to a stake in the northeasterly line of land now or formerly of the Northern Central Railroad Company aforesaid; thence in a general northwesterly direction by said land on a line parallel with the aforesaid center line and eighty feet distant northeastwardly therefrom as follows, viz: First, on a line curving toward the south with a radius of five thousand eight hundred and nine feet and sixty-five one-hundredths of a foot, a distance of eight hundred and nineteen feet and two-tenths of a foot to a stake; second, north fifty-three degrees twenty-three minutes west six hundred and fifty-nine feet and thirty-three one-hundredths of a foot to a stake; third, on a line curving toward the south with a radius of seven thousand seven hundred and nineteen feet and forty-six one-hundredths of a foot, a distance of nine hundred and thirty-six feet and seven-tenths of a foot to a stake; and fourth, north sixty degrees twelve minutes west, one thousand six hundred and twelve feet and one-tenth of a foot to a place of beginning. Containing one acre and eight hundred and ninety-five one-thousandths of an acre more or less.

Fourth Strip. BEGINNING at a stake in the southwesterly line of land now or formerly of the Northern Central Railroad Company at the distance of thirty feet measured southwesterly from a point in the line established for the center line of the railroad of the said Railroad Company in the northwesterly line of land conveyed by the York Haven Water & Power Company to the Northern Central Railroad Company by deed dated January 24, 1905, and extending thence by the last mentioned land south thirty-two degrees five minutes west twenty feet to a stake; thence in a general northwesterly direction by other land now or formerly of the said York Haven Water & Power Company on a line parallel with the aforesaid center line and fifty feet distant southwestwardly therefrom as follows, viz: First, north thirty-seven degrees fifty-five minutes west, crossing the dividing line between the Township of Newberry and the Borough of York Haven, four hundred and sixty-five feet and

forty-five one-hundredths of a foot to a stake; and second, on a line curving toward the west with a radius of two thousand three hundred and thirty-seven feet and five-tenths of a foot, a distance of one hundred and forty-two feet and three-tenths of a foot to a stake in the southeasterly line of land of the Northern Central Railroad Company; thence by said land north forty-eight degrees twenty-nine minutes east twenty feet to a stake; thence still by said land in a general southeasterly direction, on a line parallel with the aforesaid center line and thirty feet distant southwestwardly therefrom as follows, viz: First, on a line curving toward the west with a radius of two thousand three hundred and fifty-seven feet and five-tenths of a foot, a distance of one hundred and forty-three feet and two-tenths of a foot to a stake; and second, again crossing the dividing line between the Township of Newberry and the Borough of York Haven south thirty-seven degrees fifty-five minutes east four hundred and sixty feet and forty-five one-hundredths of a foot to a place of beginning. Containing two hundred and seventy-nine one-thousandths of an acre, more or less.

EXCEPTING also from the land above described as Tract No. 1, the following:

(a) ALL THAT CERTAIN tract of land conveyed by York Haven Paper Company to R. George Buchanan et al. by deed dated November 17, 1902, and recorded in the office for the recording of deeds in and for said County of York, in Deed Book 13-C, page 120, bounded and described as follows:

BEGINNING at a stake at the easterly line of the Northern Central Railroad; thence extending south sixty-five and one-half (65½) degrees east along said railroad four hundred and eighty-eight and five-tenths (488-5/10) feet to a point; thence North twenty-four and one-half (24½) degrees east two hundred and forty-one (241) feet to a point; thence North sixty-five and one-half (65½) degrees west and parallel with the first above described line four hundred and eighty-eight and five-tenths (488-5/10) feet to a point; thence south twenty-four and one-half (24½) degrees west two hundred and twenty-eight (228) feet to the place of beginning.

(b) Two CERTAIN tracts of land conveyed by York Haven Paper Company to Northern Central Railroad Company by deed dated January 20, 1886, and recorded in the Office for the Recording of Deeds, in and for said County of York, in Deed Book 7-M, at page 640, described as follows, to wit:

BEGINNING at a stone in the Southern line of land now or formerly of said Railroad Company at a corner of land now or formerly of said Railroad Company, and extending thence Southeasterly along the line of land now or formerly of said Railroad Company parallel with the main track of the railroad of said Company and 30 feet distant Southwestwardly therefrom the distance of 2912-3/10 feet to a stone; thence by other land now or formerly of York Haven Paper Company South 49 degrees 30 minutes West 100 feet to a stone; thence Northwestwardly still by said land parallel with the center line of the railroad aforesaid and 130 feet distant Southwestwardly therefrom the distance of 2866 feet to a stone a corner of land now or formerly of Henry Cassell; and thence by said land North 19 degrees 48 minutes East 100 feet and 3/10 of a foot to the place of beginning. Containing 6 acres and 633 thousandths of an acre, more or less.

BEGINNING at a stake in the middle of a public road and in the Northern line of land now or formerly of said Railroad Company and extending thence along the middle of said public road North 24 degrees East 35 feet and 4/10 of a foot to a stone; thence Southeastwardly by other land now or formerly of said York Haven Paper Company parallel with the center line of said railroad aforesaid and 80 feet distant Northeastward therefrom as follows, viz: first, South 66 degrees East 1034 feet and 6/10 of a foot to a stone, and second, by a line curving toward the South and still parallel with the center line aforesaid and keeping the distance of 80 feet Northeastward therefrom a distance of 2164-8/10 feet to a stone; thence still by said land South 38 degrees 15 minutes West 50 feet to a stone in the line of land now or formerly of the Railroad Company aforesaid; thence Northwestwardly along the line of said land parallel with the center line of the railroad aforesaid the distance of 2383-9/10 feet to a stone a corner of land now or formerly of Henry Cassell; thence by said land North 19 degrees 48 minutes East 7-6/10 feet to a stone; and thence still by said land North 65 degrees 50 minutes West 805-7/10 feet to the place of beginning. Containing 3 acres and 462/1000 of an acre, more or less.

(c) ALL THAT CERTAIN tract of land conveyed by York & Harrisburg Bridge & Turnpike Company to Northern Central Railroad Company by deed dated July 4, 1849, said tract of land being sixty feet in width and containing 7.925 acres, bounded in part on the north and south respectively by the two strips of land hereinbefore described under (b).

BEING Parcel Number One in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 24, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book No. 23-Q, page 491.

Tract No. 2—Southerly part of Beech Island

ALL THAT CERTAIN tract of land situate on Beech Island in the Township of Londonderry, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a certain sycamore tree at the southernmost point of said Island, and extending thence Northward (toward the dwelling house on said Island) between the two channels of the Susquehanna River enclosing the said Island to a line beginning at a tree on the Western bank of said Island, and extending to a tree on the Eastern Bank of the same, so as to include between said line and the Southern point of said Island a tract of two acres in area.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Ten in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated November 23, 1926 and recorded on December 17, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book B-21, page 101.

Tract No. 3—Beshore Island

(A) ALL THAT CERTAIN tract of land situate in the Township of Londonderry, Dauphin County, Pennsylvania, sometimes known as Mud Island in the Susquehanna River, and also as Beshore's Island, bounded and described as follows, to wit:

BEGINNING at a point on said Island forty-five (45) degrees West, thirteen (13) perches; thence North forty (40) Degrees West, twenty-one (21) perches; thence North thirty-five and three-quarters (35¾) degrees West twenty-five and four-tenths (25.4) perches; thence North twenty-nine and one-quarter (29¼) degrees West, eleven and three-tenths (11.3) perches; thence North thirty-three and three-fourths (33¾) degrees West, seventy-seven and five-tenths (77.5) perches;

thence North, sixteen (16) degrees West, twenty-three and three-tenths (23.3) perches; thence North one and one-half (1½) degrees West, eighteen (18) perches; thence North three (3) degrees East twenty-five (25) perches; thence North seven (7) degrees East, thirty-three (33) perches; thence North thirteen and one-half (13½) degrees East, sixteen (16) perches; thence North twenty-three and three-quarters (23¾) degrees East, four and four-tenths (4.4) perches; thence South eighty-two and one-half (82½) degrees East, six and five-tenths (6.5) perches; thence South forty-one and one-half (41½) degrees East, ten and five-tenths (10.5) perches; thence South twenty-eight and one-half (28½) degrees East, Twenty-seven and five-tenths (27.5) perches; thence South twenty-two and three-quarters (22¾) degrees East, twelve and nine-tenths (12.9) perches, thence South fifteen and three-quarters (15¾) degrees East, twelve (12) perches; thence South twenty-two and one-half (22½) degrees East, twenty (20) perches; thence North sixty-six (66) degrees East, one and five-tenths (1.5) perches; thence South sixteen and one-half (16½) degrees East, forty-two (42) perches; thence South twelve (12) degrees East, forty-two (42) perches; thence South fifteen (15) degrees East twenty (20) perches; thence South eighteen and three-quarters (18¾) degrees East, thirty (30) perches; thence South twenty-one and one-half (21½) degrees East, thirty-three and one-tenth (33.1) perches; thence South fifty-two and one-half (52½) degrees West, eleven (11) perches to the place of beginning.

The said tract of land as above described containing fifty-nine (59) acres, more or less, according to measurements taken at low water mark prior to the raising of the dam to the present height which reduced the acreage to forty-two (42) acres and twenty (20) perches more or less.

(B) ALL THAT CERTAIN tract of land situate in the Township of Londonderry, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at low water mark on the Southern side of Mud Island in the Susquehanna River; thence across said Island by land formerly of Josiah Beshore, North fifty-two and one-half degrees East ten perches to low water mark on the Northern side of said Island; thence extending around the Southern point of said Island at low water mark sixty-six perches to the place of beginning. Containing one hundred and ten perches of land, more or less.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Nine in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924 and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 4—Croll's Island

ALL THAT CERTAIN island situate in the Susquehanna River in the Township of Londonderry, Dauphin County, Pennsylvania, about one and one-half miles above Conewago Falls and a little below the conjunction of Fishing Creek, in York County, with said River, lying on the West or Southwest side of Shelly's Island and known as Croll's Island.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Three in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated November 23, 1926, and recorded on December 17, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book B-21, page 101.

Tract No. 5—Gooshorn Island

ALL THAT CERTAIN island, in the Township of Londonderry, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the Susquehanna River; thence north Forty-nine and One-fourth (49¼) degrees east Twelve and two-tenths (12 2/10) perches; thence Forty-four and one-half (44½) degrees East, nineteen and two-tenths (19 2/10) perches; thence north thirty-six and one-half (36½) degrees, East thirteen and four-tenths (13 4/10) perches; thence north Twenty-three and three-fourths (23¾) degrees east Six and Nine-tenths (6 9/10) perches; thence north Four and One-fourth (4¼) degrees east Sixteen (16) perches; thence north Sixty-three (63) degrees West Two (2) perches; thence South Seventy-

seven and one-half (77½) degrees, west Eight and Eight-tenths (8 8/10) perches; thence south Thirty-five and a half (35½) degrees West Nineteen and Seven-tenths (19 7/10) perches; thence south Twenty and One-half (20½) degrees west Twenty-four (24) perches; thence South Fifteen (15) degrees west Sixteen (16) perches to the place of beginning. It being a small Island in the Susquehanna River known as "Gooshorn", containing Four acres and One hundred perches. The boundaries are to low water mark.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Six in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 6—Muddy Island

ALL THAT CERTAIN island in the Susquehanna River, situate in the Township of Londonderry, Dauphin County, Pennsylvania, being the same property which was granted and conveyed by B. F. Etter and Catharine A. Etter, his wife to William M. Funk, by their deed dated December 20, 1893, and which the said William M. Funk and Leah his wife by their deed dated March 22nd, 1893, granted and conveyed to Samuel McFadden. The boundaries are to low water mark.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Seven in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 7—Part of Hill Island

ALL THAT CERTAIN plantation or tract of land, with the improvements thereon erected, situate on what is known as "The Hill Island" in the Susquehanna River, in the Township of Londonderry, Dauphin

County, Pennsylvania, bounded by the Susquehanna River, by lands now or formerly of Samuel Shelley, lands now or formerly of Jacob Shelley, the land of the Swatara Saw Mill (now claimed by Charles A. Hickernell) and a lot formerly a part of the plantation hereby conveyed heretofore occupied by the widow of Wendell Shelley, said lot having since been divided into two lots, one of which is now or formerly owned by George W. Hynicka and the other by Isaac F. Shelley. Containing 165 Acres more or less.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Citizens Bank and Trust Company of Middletown, Pa., Executor of the will of Walter R. Fisher, deceased, by deed dated June 6, 1930, and recorded on June 10, 1930, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book N, Volume 22, page 375.

Tract No. 8—Rush Island

ALL THAT CERTAIN island, known and designated as "Rush Island", situate in the Susquehanna River near Goldsboro, in the Township of Londonderry, Dauphin County, Pennsylvania, containing four acres, more or less; being the same island purchased by A. Elmer Rutt from John L. Grove, Treasurer of Dauphin County, Pennsylvania, on the 28th day of December, 1908, at a tax sale, held at Harrisburg, Pennsylvania, on that date; the said island being sold as the property of the Ringland Estate for unpaid taxes; the deed to the said A. Elmer Rutt being recorded in the Prothonotary's Office in and for Dauphin County, Pennsylvania, in Treasurer's Deed Book Vol. 4, page 575.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Eight in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 9—Southerly Part of Shelly's Island

ALL THAT CERTAIN tract, piece or parcel of land situate in the Township of Londonderry, Dauphin County, Pennsylvania, being part of an island in the Susquehanna River, commonly known as Shelly's Island, bounded and described as follows, to wit:

BEGINNING at a point on the corner of land now or formerly of Howard B. Stauffer and low water mark of the Susquehanna River; thence South twenty-one (21) degrees West fifteen (15) perches; South thirty-five and one-half (35½) degrees West eighteen (18) perches; South fifty and three-fourths (50¾) degrees West twelve (12) perches; South sixteen and one-fourth (16¼) degrees West twenty (20) perches; South twelve (12) degrees West seventy-two (72) perches; South (11) degrees West fifty-four (54) perches; South five and one-fourth (5¼) degrees West sixteen (16) perches; South one-half (½) degree West sixteen (16) perches; South seven and three-fourths (7¾) degrees East forty (40) perches; South seventeen (17) degrees East twenty (20) perches; South thirteen (13) degrees East twenty-six (26) perches; South one and three-fourths (1¾) degrees West twenty (20) perches; South seven (7) degrees West thirteen (13) perches to land now or formerly of William S. Rutherford; thence by the same South seventy-five and one-half (75½) degrees West forty-one (41) perches to low water mark of the Susquehanna River; thence along said River North fifteen and one-fourth (15¼) degrees West forty-two (42) perches; North eight (8) degrees West eighty (80) perches; North one and one-half (1½) degrees West sixty-two (62) perches; North three and one-half (3½) degrees West sixty-two (62) perches; North ten and one-fourth (10¼) degrees West forty (40) perches; North six and one-fourth (6¼) degrees West forty (40) perches; North one (1) degree West twenty-eight (28) perches; North eighteen (18) degrees East twenty-one and four-tenths (21.4) perches to line of land of or formerly of Howard B. Stauffer; and thence by the same South seventy-four (74) degrees East one hundred and twenty-one and four-tenths (121.4) perches to the place of beginning. Containing one hundred and forty-eight (148) acres.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Tract 1 of Parcel Number Four in the deed from York Haven Water & Power Company to Metropolitan Edison Company,

dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 10—Northerly Part of Shelly's Island

ALL THAT CERTAIN tract, piece or parcel of land situate in the Township of Londonderry, Dauphin County, Pennsylvania, being part of an island in the Susquehanna River, commonly known as Shelly's Island, and bounded and described as follows, to wit:

BEGINNING at a point on the West Bank of said Island on line of lands now or formerly of the Estate of Annie B. Stauffer, deceased; thence by line of lands of same, South seventy-five and three-fourths (75¾) degrees East one hundred sixteen and five-tenths (116.5) perches to East Bank of said Island; thence up said River, North twenty-one (21) degrees East fourteen and six-tenths (14.6) perches, North sixteen and three-fourths (16¾) degrees East fifty-one and two-tenths (51.2) perches, North six (6) degrees East twenty-eight (28) perches, North fourteen (14) degrees West thirty-eight (38) perches, North three (3) degrees West forty-two (42) perches, North twenty-seven and one-fourth (27¼) degrees East six (6) perches, North six (6) degrees East four (4) perches, North eleven (11) degrees West five and five-tenths (5.5) perches; thence down said River (West Bank), South sixty-seven and one-half (67½) degrees West thirty (30) perches, South forty-three (43) degrees West sixteen and two-tenths (16.2) perches, South twenty-six (26) degrees West forty (40) perches, South thirty-seven (37) degrees West sixty-five (65) perches, South thirty-three (33) degrees West fifty-five (55) perches, and South twenty-two (22) degrees West six and two-tenths (6.2) perches to the place of beginning. Containing Ninety-four (94) acres and twenty-eight (28) perches, neat measure. Excepting and reserving always the two grave yards or burial grounds as now or formerly enclosed which are to remain and inhere to the heirs and descendants of Michael Shelly and John M. Shelly.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Tract 2 of Parcel Number Four in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in

the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 11—St. John's Island

ALL THAT CERTAIN island situate in the Susquehanna River in the Township of Londonderry, Dauphin County, Pennsylvania, called St. John's Island, and on account of the great number of maple trees at one time upon said island sometimes called Maple Island, situate a little above the upper end of what was called Metzger's Island and about three hundred (300) yards from the Dauphin County shore. Containing six acres and nineteen perches and allowance. It being the same island which Frederick D. Ruth by his deed dated October 24th, A. D. 1895 and recorded in the Office for the Recording of Deeds in and for Dauphin, Pennsylvania, in Deed Book "L" Vol. 9, page 434, granted and conveyed unto Catharine Detweiler Ruth.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Five in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 12—Three Mile Island

ALL THAT CERTAIN island in the Susquehanna River, situate in the Township of Londonderry, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

(A) BEGINNING at the southern point of said island, thence in a northwardly direction, along the western bank thereof, the several courses and distances five hundred and fifty-four perches to a post; thence by the tract next hereinafter described, North eighty-nine degrees east ninety-nine perches to a water beach tree; thence down said river, along the bank in a southerly direction, the several courses and distances five hundred and thirty-four perches to the place of beginning. The actual acreage of this farm as found by the survey in April, 1905, is Two hundred and sixty-nine and three-tenths (269-3/10) acres.

(B) BEGINNING at a buttonwood-tree, thence up along the River North 10½ degrees East 51 perches, North four degrees thirty-eight perches, north forty-eight perches, north eleven degrees and three-fourths west thirty-four perches, north eighteen degrees and three-fourths west thirty-two perches, north forty-five degrees west fourteen perches, south eighty-nine degrees west twenty perches, south seventy-seven degrees west fifteen perches; thence down said River south forty degrees and one-half west sixteen perches south twenty-nine degrees west twenty-six perches south nineteen degrees and three-fourths west twenty perches, south ten degrees and three-fourths, west fifty-two perches, south seventeen degrees west twenty perches, south eight degrees and one-half, west forty-four perches, south three degrees and one-half, west seventeen perches, south ten and one-half degrees, east twenty-five perches and five-tenths to a chestnut oak; thence by the tract next hereinabove described, north eighty-seven degrees east ninety-nine perches, to the place of beginning. (The courses and distances as given hereinabove were taken from a survey made prior to April 1905. The actual acreage of this farm as found by a survey in April, 1905, is one hundred and twenty-six and seventeen one-hundredths (126-17/100) acres.) Said island being also known as Greenwalt's or Elliott's Island.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Three in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 13—Sassafras Island

ALL THAT CERTAIN island known as Sassafras Island in the Susquehanna River near the Borough of Middletown, in the Township of Lower Swatara, Dauphin County, Pennsylvania. Containing twenty-two (22) acres more or less.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Amos Huntzberger (widower) by deed dated January 13, 1934, and recorded on January 31, 1934, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book K-23 at page 256.

Tract No. 14—Goldsboro Lot

ALL THAT CERTAIN tract or piece of land situate in the Borough of Goldsboro, York County, Pennsylvania, on the south half of Fishing Creek and the East side of York Street, bounded and described as follows, to wit:

Commencing at a point on the East side of York Street, at the center of the bridge which crosses Fishing Creek and extending thence Southwardly along the East side of York Street, South seven degrees thirty-five minutes West one hundred and twenty-five (125) feet to a point; thence at a right angle, along property now or formerly of Charles F. Williams, South eighty-two degrees twenty-five minutes East, two hundred sixty-five and five-tenths (265.5) feet to the right of way now or formerly of the Northern Central Railroad Company; thence at an angle Northwardly along line of land now or formerly of the Northern Central Railroad Company, North three degrees thirty-five minutes East one hundred (100) feet to the center of Fishing Creek; thence along the center of Fishing Creek North seventy-eight degrees twenty-five minutes West two hundred fifty-nine and eight-tenths (259.8) feet to point of beginning.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Ten in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 24, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 23-Q, page 491.

Tract No. 15—Narrow strip off old Rider farm

ALL THAT CERTAIN strip or parcel of land situate in the Township of Londonderry, Dauphin County, Pennsylvania. lying between the western bank or wall of the old Pennsylvania Canal and low water mark in the bed of the Susquehanna River, and extending along the

courses of said River a distance of One hundred and sixty-eight (168) perches, be the distance more or less, along the whole of the River front of the farm now or formerly of John B. Rider.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by York Haven Water & Power Company by deed dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 16

ALL THOSE water, riparian, flowage and other rights heretofore granted and conveyed to Metropolitan Edison Company by the following instruments, to wit:

Release to Metropolitan Edison Company by George W. Hynicka and Myrtle M. Hynicka, his wife, dated June 4, 1930 and recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, on June 10, 1930, in Misc. Book N, Volume 4, page 33.

Release to Metropolitan Edison Company by Isaac F. Shelley, widower, dated June 4, 1930, and recorded as aforesaid on June 10, 1930, in Misc. Book N, Volume 4, page 34.

Release to Metropolitan Edison Company by Charles A. Hickernell, single, dated September 23, 1935, and recorded as aforesaid on September 25, 1935, in Deed Book Volume V-23, page 94.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

Tract No. 17

ALSO ALL those water, riparian, flowage and other rights heretofore granted and conveyed to York Haven Water & Power Company by the following instruments, to wit:

Agreement dated March 9, 1920, between York Haven Water & Power Company and E. K. Frazier and Ida N. Frazier, his wife, of Harrisburg, Pa., recorded in the Office for the Recording of Deeds

in and for York County, Pennsylvania, on March 10, 1920, in Record Book 21-I, page 168.

Deed by Edward G. Gingrich and Mary C. Gingrich, his wife, to York Haven Water & Power Company, dated November 7, 1914, and recorded as aforesaid in Dauphin County, Pennsylvania, on November 18, 1913, in Deed Book "W", Vol. 15, page 11.

Deed by John B. Rider to York Haven Water & Power Company, recorded as aforesaid in Dauphin County, Pennsylvania on February 7, 1918, in Deed Book "U", Vol. 16, page 534.

Deed by Martin B. Metzger and Annie H. Metzger, his wife, to York Haven Water & Power Company, dated November 5, 1914, and recorded as aforesaid in Dauphin County, Pennsylvania, on November 18, 1914, in Deed Book "W", Vol. 15, page 7.

Deed by Millard F. Metzger and Elizabeth S. Metzger, his wife, to York Haven Water & Power Company, dated November 7, 1914, and recorded as aforesaid in Dauphin County, Pennsylvania, on November 18, 1914, in Deed Book "W", Vol. 15, page 3.

Deed by Simon W. Gingrich and Clara A. Gingrich, his wife, to York Haven Water & Power Company, dated November 7, 1914, and recorded as aforesaid in Dauphin County, Pennsylvania, on November 18, 1914, in Deed Book "W", Vol. 15, page 16.

Deed by Simon C. Collins and Clara M. Collins, his wife, to York Haven Water & Power Company dated October 29, 1914, and recorded as aforesaid in Dauphin County, Pennsylvania, on November 14, 1914, in Deed Book "W", Vol. 15, page 1.

Agreement between W. Lowry Mann and Florence H. Mann, his wife, of the one part, and York Haven Water & Power Company, of the other, dated July 11, 1921, and recorded as aforesaid in Dauphin County, Pennsylvania, on July 13, 1921, in Miscellaneous Book "R", Vol. 3, page 83.

Agreement between W. Lowry Mann and Florence H. Mann, his wife, of the one part, and York Haven Water & Power Company, of the other, dated June 14, 1924, and recorded as aforesaid in Dauphin County, Pennsylvania, on June 26, 1924, in Deed Book X, Vol. 3, page 471.

Agreement between Farley Gannett and Janet R. Gannett, his wife, of the one part, and York Haven Water & Power Company, of the other, dated February 13, 1924, and recorded as aforesaid in

York County, Pennsylvania, on February 15, 1924, in Record Book 22-P, page 528.

Agreement between W. Lowry Mann and Florence H. Mann, his wife, of the one part, and York Haven Water & Power Company, of the other, dated March 31, 1921, and recorded as aforesaid on April 2, 1921, in York County, Pennsylvania, in Record Book 21-K, page 330. Subject, however, to a perpetual right of way in Charles F. Welch and others to pass along a strip of land twelve feet in width, extending southwardly from Frazer Street and through the property described in the above agreement along and generally parallel with the river bank about forty feet westwardly from low water mark.

Agreement between The Northern Central Railroad Company, and The Pennsylvania Railroad Company, its lessee, of the one part, and York Haven Water & Power Company, of the other part, dated December 8, 1920, and recorded as aforesaid in York County, Pennsylvania, in Record Book 23-S, page 418.

SUBJECT, however, to the lien of a certain mortgage given by The Northern Central Railway Company to Fidelity Trust Company, Trustee, dated March 1, 1924, and recorded as aforesaid in York County, Pennsylvania, in Mortgage Book 8-N, page 273, which mortgage is a lien on the land mentioned in the said agreement; and subject also as to The Pennsylvania Railroad Company's leasehold interest in the land mentioned in the said agreement to the lien of a certain mortgage given by The Pennsylvania Railroad Company to Girard Trust Company, et al., Trustees, dated June 1, 1915, and recorded as aforesaid in Mortgage Book 7-A, page 1.

SUBJECT ALSO to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

Said water, flowage and other rights having been granted and conveyed unto Metropolitan Edison Company by York Haven Water & Power Company by deed dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379, and also recorded on November 24, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 23-Q, page 491.

PARCEL NUMBER FIFTY-ONE

York Garage, Substation and Storage Site

Tract No. 1

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Township of West Manchester, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road known as Willis Road, in said West Manchester Township, at the northwest corner of property now or formerly of the York Haven Water & Power Company and extending thence along said Willis Road north sixty-nine (69) degrees forty (40) minutes west seven hundred and sixty-eight (768) feet, more or less, to a point at corner of property now or formerly of the Franklin Loucks Estate; thence along said last mentioned property south four (4) degrees eight (8) minutes east one thousand thirteen (1013) feet to a point; thence along same south twenty-three (23) degrees fifty-two (52) minutes west three hundred fifty-five and twenty-two hundredths (355.22) feet to a point on the northwest corner of property now or formerly of the City of York, known as Farquhar Park; thence along said last mentioned property, which is the center line of Adams Street extended, south eighty-seven (87) degrees thirty-four (34) minutes east five hundred seventy-five and nineteen-hundredths (575.19) feet to a point; thence still along the center of Adams Street extended, north sixty-two (62) degrees twenty-five minutes east one hundred sixty-two and seventy-three hundredths (162.73) feet to a point; thence along property now or formerly of L. H. Quickel north four (4) degrees fifteen (15) minutes east three hundred sixty-three and sixty-seven hundredths (363.67) feet to the southwest corner of the said property now or formerly of York Haven Water & Power Company; thence along said property north four (4) degrees fifteen (15) minutes east six hundred and seventy-nine (679) feet to a point on said Willis Road and the place of beginning. Containing eighteen and four-tenths (18.4) acres.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number One in the deed from York Haven Water & Power Company to Metropolitan Edison Company dated November

23, 1926, and recorded on December 13, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 23-R, page 344.

EXCEPTING therefrom two small parcels of land located along the southern and western boundaries of the above described tract of land which were conveyed to the City of York by Metropolitan Edison Company by deeds dated May 29, 1942, and August 2, 1943, and recorded as aforesaid in Deed Book 29-I, page 361, and Deed Book 30-D, page 57, respectively.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of West Manchester, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on line of land now or formerly of John Hahns' Estate, twenty-five feet Westwardly from the center of Jackson Avenue, as now laid out according to a draft made by Robert B. McKinnon, City Engineer; thence along land now or formerly of John Hahns' Estate south sixty-one and a half degrees west one hundred and sixty-three (163) feet to land now or formerly of John C. Jordan; thence along land now or formerly of said John C. Jordan North one-half degree East six hundred and seventy-eight feet and five-tenths (678.5) to the Willis Road; thence along the said Willis Road, South seventy-three degrees East one hundred and forty-nine and five-tenths (149.5) feet to a point twenty-five feet from the center of said Jackson Avenue, as laid out by the said Robert McKinnon, City Engineer; thence southwardly along said Jackson Avenue in a straight line twenty-five feet westwardly from the center of said Jackson Avenue, five hundred and fifty-seven and four-tenths (557.4) feet to the place of beginning. Containing two and two-tenths acres more or less.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Seventeen in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 24, 1926, in the Office for the Recording of Deeds in and for York County, Pennslyvania, in Record Book 23-Q, page 491.

PARCEL NUMBER FIFTY-TWO

Hanover Garage and Storage Site

Tract No. 1

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Borough of Hanover, York County, Pennsylvania, bounded and described as follows, to wit:

Along the railroad formerly of Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company) on the southward side and in the rear of some town lots fronting on the Hanover and McSherrystown Turnpike, commencing for a corner at said railroad; thence running southward along land now or formerly of Abraham Rife fifty-eight (58) feet to lands now or formerly of George Krug; thence eastward along the same one hundred and five (105) feet to a corner of land now or formerly of Milton Krug; thence northward along the same fifteen (15) feet; thence westward along said railroad to the place of beginning. Containing about thirty-seven hundred (3700) square feet, more or less.

Tract No. 2

All that certain tract or parcel of land, with the improvements thereon erected, situate partly in the Borough of Hanover and partly in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

Beginning for a corner at a stake on High Street extended at lands formerly of Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company); thence along said High Street extended, north, thirty-two (32) degrees west, four hundred and eighteen (418) feet, five (5) inches to a stake for a corner at an alley fifteen (15) feet wide; thence along said alley south, fifty-eight (58) degrees west, one hundred and seventy (170) feet to a stake for a corner; thence north, thirty-two (32) degrees west, fifteen (15) feet to a stake for a corner at other lands now or formerly of Hanover Power Company; thence along said land south, fifty-eight (58) degrees west, sixty-two (62) feet to a stake for a corner at lands formerly of Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company); thence along said lands south, forty-eight (48) degrees, twelve (12) minutes east, twelve (12) feet

two (2) inches to a stake for a corner; thence along said land south, sixty (60) degrees, thirty-four (34) minutes east, one hundred and twenty-nine (129) feet, seven (7) inches to a stake; thence along said land south, sixty-six (66) degrees, seventeen (17) minutes east, one hundred and sixty-seven (167) feet, five (5) inches to a stake; thence along said land south, seventy-two (72) degrees, thirty-two (32) minutes east, two (2) feet, five (5) inches to a stake for a corner, the place of beginning. Containing one (1) acre and forty (40) perches, more or less.

SUBJECT to the right of way, if any, heretofore granted to said Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company).

Tract No. 3

ALL THAT CERTAIN tract or parcel of land, with improvements thereon erected, situate in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING for a corner at a stake at line of lands formerly of Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company) at lands now or formerly of Charles E. Ehrehart and Aaron Hostetter; thence in a northerly direction along said land sixty-one (61) feet, ten (10) inches, more or less, to a stake for a corner at an alley twenty (20) feet wide; thence in a westerly direction along said alley one hundred and fifty (150) feet to land now or formerly of Penn Cigar Box Company, Limited; thence along said last mentioned land in a southerly direction one hundred and two (102) feet, eight (8) inches, more or less, to land formerly of the Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company); and thence along said lands in an easterly direction one hundred and fifty (150) feet, more or less, to the place of beginning.

Tract No. 4

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on a twenty (20) feet wide public alley at land now or formerly of Hanover Power Company, and running thence along said land southward one hundred and thirty-six (136)

feet, more or less, to land formerly of Baltimore and Harrisburg Railway Company (now Western Maryland Railway Company); thence along said land westward seventy (70) feet to land now or formerly of Frank J. Sneeringer; thence along said land northward one hundred and thirty-six (136) feet, more or less, to said public alley; thence along said public alley eastward seventy (70) feet to the place of beginning.

Tract No. 5

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

BOUNDED on the east by property now or formerly of Jennie Lishey; on the south by an alley; on the west by property now or formerly of Wortha K. Hostetter, and on the north by High Street extended. Containing in width on said street sixty (60) feet and extending in depth of equal width one hundred and fifty (150) feet.

Tract No. 6

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING for a corner on High Street in said Township, at corner of land now or formerly of Robert E. Manley; thence along said land one hundred and fifty (150) feet to a corner at a twenty (20) feet wide alley; thence along said alley thirty (30) feet to a corner at land now or formerly of Charles Coulson; thence along said land one hundred and fifty (150) feet to a corner at High Street aforesaid; thence along said High Street thirty (30) feet to the place of beginning; being known on a plat or plan of a series of lots laid out by Ehrehart and Hostetter as Lot No. 7, Block 6.

Tract No. 7

ALL THAT CERTAIN tract or parcel of land with the improvements thereon erected, situate in the Township of Penn, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING for a corner at High Street extended at an alley fifteen (15) feet wide; thence westwardly along said alley one hundred and fifty (150) feet to an alley twenty (20) feet wide; thence northwardly along said last mentioned alley thirty (30) feet to land now or formerly of Hanover Power Company; thence eastwardly along said land one hundred and fifty (150) feet to High Street extended; thence southwardly along said High Street extended thirty (30) feet to the alley first above mentioned, the place of beginning; being known on a plat or plan of a series of lots laid out by Ehrehart and Hostetter as Lot No. 10, Block 6.

The foregoing seven tracts or parcels of land constituting together Parcel Number One in the deed from Hanover Power Company to Metropolitan Edison Company, dated April 13, 1925, and recorded on April 1, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 23-K, page 619.

PARCEL NUMBER FIFTY-THREE

GETTYSBURG OFFICE AND GARAGE SITE

ALL THAT CERTAIN piece, parcel or lot of land, with the improvements thereon erected, situate in the Borough of Gettysburg, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Northern side of York Street at line of lot now or formerly of George M. Walter; thence Northward by said lot now or formerly of George M. Walter for a distance of one hundred and eighty-one (181) feet and six (6) inches, more or less, to a twelve (12) feet wide public alley; thence Eastward along said alley for a distance of twenty-two (22) feet, more or less, to line of lot now or formerly of J. Jere Plank; thence Southward along said lot now or formerly of J. Jere Plank for a distance of one hundred and eighty-one (181) feet and six (6) inches, more or less, to the Northern line of York Street; thence Westward along said York Street for a distance of twenty-two (22) feet, more or less, to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Gettysburg Electric Company by deed dated April 13, 1925, and recorded on April 1, 1926, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 98, page 507.

PARCEL NUMBER FIFTY-FOUR

DILLSBURG OFFICE, STOREROOM AND SUBSTATION SITE

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Borough of Dillsburg, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point marked by a monument in the northern line of Church Street, said point being 129 feet distant in an easterly direction from the northeast corner of Second and Church Streets; thence along property now or formerly of Jere J. Klugh and Rosa B. Klugh, his wife, by a line running in a northerly direction and at right angles to the northern line of said Church Street 198 feet to a monument in the southern side of a 12 foot wide alley; thence along the southern side of said 12 foot wide alley in an easterly direction and parallel to Church Street 69 feet to a monument in the western line of another 12 foot wide alley; thence along the western side of the last mentioned 12 foot wide alley in a southerly direction and at right angles to the last described line 198 feet to a monument in the northern side of said Church Street; thence along the northern side of said Church Street in a westerly direction and at right angles to the last described line 69 feet to the place of beginning. Containing 13,662 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Jere J. Klugh and Rosa B. Klugh, his wife, by deed dated September 28, 1927, and recorded on September 29, 1927, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 23-Z, page 58.

PARCEL NUMBER FIFTY-FIVE

WOOD STREET SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN piece or parcel of ground, with the improvements thereon erected, situate in the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described according to a survey made by C. H. Hoffer on October 24, 1905, as follows, to wit:

BEGINNING at a point where the Northerly side of the Pennsylvania Canal is intersected by the West side of Wood Street, sixty (60) feet wide; thence extending North twenty-nine and one-quarter

degrees East, one hundred and twenty-five feet to the South side of a certain twenty feet wide alley; thence extending North sixty and three-quarters degrees West along the South side of said alley, one hundred feet to a certain other ten feet wide alley; thence extending South twenty-nine and one-quarter degrees West along the East side of said alley, one hundred and ninety feet to the north side of said Pennsylvania Canal; thence extending North eighty-six and one-quarter degrees East along the North side of said Pennsylvania Canal, one hundred and nineteen and three-tenths feet to the place of beginning.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Thirteen in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 2

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate in the First Ward of the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern bank of the Pennsylvania Canal, at the western line of a ten foot alley dividing the premises hereby conveyed from the certain premises heretofore conveyed to the York Haven Electric Transmission Company, which point is distant in a westerly direction one hundred and thirty (130) feet, more or less, along the line of the Canal from the line of intersection of the Northern side of said Canal and the western line of Wood Street; thence in a westwardly direction, along the northerly line of said Canal one hundred and twenty-five (125) feet, more or less, to the center of Fisher Street, at the line of lands now or formerly of Frank D. Slack; thence northwardly, along the line of said last mentioned lands, through the center of said Fisher Street, two hundred and sixty (260) feet, more or less, to the center of a twenty foot wide alley; thence eastwardly, along the center line of said alley and still in part along the line of lands now or formerly of Frank D. Slack, one hundred and fifteen (115) feet, more or less, to the

western line of said first mentioned ten foot alley; and thence southwardly, along the same, two hundred (200) feet, more or less, to the northern line of the Pennsylvania Canal, the place of beginning. Being lots numbered from twelve (12) to twenty-two (22), inclusive.

SUBJECT to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Fourteen in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

Tract No. 3

ALL THAT CERTAIN strip or piece of land, with the improvements thereon erected, situate in the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the northwesterly line of Wood Street at the distance of one hundred feet and sixty-five hundredths of a foot measured northeastwardly along said line of Street from the northeasterly line of Lumber Alley, said beginning point being in the northerly line of land now or formerly of Morris G. Flowers; extending thence by said land as follows: first, North eighty-eight degrees fourteen minutes thirty seconds West one hundred sixteen feet and forty-one hundredths of a foot; second, North eighty-nine degrees two minutes West sixty-eight feet to stone; and third, South fifty-three degrees twenty-nine minutes West twenty-seven feet to a stone; thence by land now or formerly of The Pennsylvania Railroad Company North twenty-two degrees twenty-nine minutes West ninety-six feet and nine-tenths of a foot to a stone in the southerly line of land formerly of the York Haven Water & Power Company; thence by the same as follows: first, South eighty-four degrees fifty-one minutes East seventy-five feet and two-tenths of a foot to a stone, and second, North eighty-nine degrees forty-eight minutes East two hundred sixteen feet and twenty-three hundredths of a foot to a point in the said northwesterly line of Wood Street; and thence along the same South thirty-three degrees thirty-eight minutes West eighty-six feet and seven-tenths of a foot to the place

of beginning. Containing seventeen thousand six hundred eighty-five square feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company by deed dated December 29th, 1923, and recorded on March 14, 1924, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book U No. 19, page 91.

Tract No. 4

ALL THAT CERTAIN triangular lot or piece of land, with the improvements thereon erected, situate in the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in the westerly corner of land now or formerly of Morris G. Flowers, at the distance of one hundred and sixty-five feet and three-tenths of a foot measured northwestwardly from a point in and at right angles to the northwesterly line of Wood Street, said point in Wood Street being distant five feet and five-tenths of a foot southwestwardly from the southwesterly curb line of Lumber Alley; said beginning stone being also in the southwesterly corner of land conveyed by The Pennsylvania Railroad Company to the Metropolitan Edison Company by deed dated December 29th, 1923; extending thence by land now or formerly of said The Pennsylvania Railroad Company North fifty-eight degrees fifty-eight minutes West two hundred and twenty-seven feet and sixty-one hundredths of a foot to a stone; thence South eighty degrees one minute East one hundred and sixty feet and four hundred and nine-thousandths of a foot to a stone in the northwesterly corner of said land conveyed by The Pennsylvania Railroad Company to the Metropolitan Edison Company by deed dated December 29th, 1923; and thence by said land South twenty-two degrees twenty-nine minutes East ninety-six feet and nine-tenths of a foot to the place of beginning. Containing one hundred and fifty-one thousands of an acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company by deed dated July 17th, 1924, and recorded on August 8, 1924 in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book A No. 20, page 8.

Tract No. 5

ALL THOSE CERTAIN parts, parcels and pieces of lots of ground, with the improvements thereon erected, situate in the First Ward of the Borough of Middletown, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

ALL THOSE parts, parcels and pieces of lots of ground numbered in the general plan of the town of Portsmouth (now part of said borough) by and with the numbers (in the whole) one hundred and eighty-six (186), one hundred and ninety-five (195) and parts and pieces of two lots *not numbered,* lying and being between the branch of the Pennsylvania Canal leading to Columbia, and the branch of the Pennsylvania Canal leading to the Union Canal, and on the west side of Spring, now Wood Street; also a part or portion of a lot numbered as aforesaid by and with the number (in the whole) sixty-one (61) lying on the west side of Spring, now Wood Street.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Morris G. Flowers and Elizabeth U. Flowers, his wife, by deed dated June 2, 1924, and recorded on June 2, 1924, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book X Vol. 19, page 306.

PARCEL NUMBER FIFTY-SIX

NORTH HANOVER SUBSTATION

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Conewago, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point where the northerly boundary line of a private lane intersects the easterly right of way line now or formerly of Gettysburg Railroad Company, said northerly boundary of said private lane being a part of the northerly boundary of lands conveyed by Metropolitan Edison Company to Howard C. Resh and wife by deed dated May 3, 1943; thence in a northerly direction along said right of way now or formerly of Gettysburg Railroad Company the following two courses and distances, to wit: North 11 degrees 22 minutes West 933.85 feet to a monument; thence North 12 degrees 20 minutes West 509.01 feet to a monument (distance measured along chord of an arc having a radius of 10802.78 feet); thence along prop-

erty now or formerly of Jacob Wetzel South 79 degrees 12½ minutes East 109.13 feet to a monument; thence along the westerly side of a public road and property now or formerly of Jacob Wetzel South 33 degrees 47½ minutes East 1451.52 feet to a monument; thence still along the westerly side of said road and property now or formerly of Jacob Wetzel South 16 degrees 9½ minutes East 106 feet to the northerly side of the said private lane; thence along the same South 81 degrees 48 minutes West 657.49 feet to the point, the place of beginning.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by James O. Swartz, widower, by deed dated June 8, 1926, and recorded on June 8, 1926, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book Volume 98, page 525.

PARCEL NUMBER FIFTY-SEVEN

GRANTLEY STREET SUBSTATION SITE

ALL THAT CERTAIN piece or parcel of land situate in the Township of Spring Garden, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the western line of Grantley Street, said point being a corner of the lands now or formerly of Northern Central Railroad Company and of the United States Chain & Forging Company, being located 10.5 feet southwardly from the extension of the northern Line of Jackson Street, if projected; thence extending along said western line of Grantley Street, South 17° 45′ East 200.0 feet to other lands now or formerly of the said United States Chain & Forging Company; thence along the same lands South 72° 15′ West 400.0 feet to a point; thence by the same North 17° 45′ West 54.0 feet to a point in the line of the lands now or formerly of said Northern Central Railroad Company; thence by the lands of said Railroad Company North 52° 12′ East 426.2 feet to a point in the western line of said Grantley Street, the place of beginning. Containing 1.166 acres, more or less.

SUBJECT, nevertheless, to the restriction and reservation that no building or buildings shall be erected by said York Haven Water & Power Company, its successors or assigns within forty (40) feet of the western curb line of said Grantley Street, and the said York

Haven Water & Power Company covenanting for itself, its successors and assigns, that it or they will not convey or lease the above described piece or parcel of land or any part thereof, without inserting in such conveyance or lease a condition as above provided against the erection of any building or buildings by the grantee or lessee therein, or by its successors and assigns.

SUBJECT ALSO to the right of Northern Central Railroad Company to maintain a slope from its tracks.

SUBJECT ALSO to the lien of a certain mortgage given by York Haven Water & Power Company as hereinafter more fully set forth on page 152 hereof.

BEING Parcel Number Nine in the deed from York Haven Water & Power Company to Metropolitan Edison Company, dated November 23, 1926, and recorded on December 13, 1926, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 23-R, page 344.

PARCEL NUMBER FIFTY-EIGHT

EAST END SUBSTATION SITE (HANOVER)

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Hanover, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the point where the northerly building line of Philadelphia Street intersects the westerly building line of Walnut Street; thence running along the northerly building line of Philadelphia Street North 74 degrees 45 minutes West a distance of 190 feet to a 20 foot wide alley; thence along the easterly line of said 20 foot wide alley North 15 degrees 15 minutes East a distance of 90 feet to lands now or formerly of Roy Sipling; thence along said lands South 74 degrees 45 minutes East a distance of 190 feet to the westerly building line of Walnut Street; thence along the said westerly building line of Walnut Street South 15 degrees 15 minutes West a distance of 90 feet to the point the place of beginning. Containing 0.393 acre.

Said tract or parcel of land being bounded northerly by land now or formerly of Roy Sipling, southerly by Philadelphia Street,

easterly by Walnut Street and westerly by a 20 foot wide public alley, and being Lots Nos. 2, 4 and 6 on a plan of lots of George D. Gitt as revised November 21, 1924, and recorded in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 26-J, at page 701.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by William B. Miller, widower, by deed dated April 17, 1941, and recorded on April 17, 1941, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 28-Q, page 236.

PARCEL NUMBER FIFTY-NINE

GETTYSBURG OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate in the Township of Straban, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake in the southern side of the Lincoln Highway leading from Gettysburg to York, at a corner of lands now or formerly of the Martin Winter Estate, said stake being North 61 degrees 30′ E. 62.7 feet from the middle of Rock Creek, the middle of Rock Creek being taken as the middle line (projected southward) of the pier supporting the bridge carrying the said Lincoln Highway over the said Rock Creek; thence along the southern side of the said Lincoln Highway North 61 degrees 30′ E. 312.3 feet to a stake; thence along lands now or formerly of Edward J. Pfeffer South 28 degrees 30′ E. 565.0 feet to a stake; thence still along lands now or formerly of Edward J. Pfeffer South 61 degrees 30′ W. 541.44 feet to a stake; thence still along lands now or formerly of Edward J. Pfeffer and the Martin Winter Estate North 6 degrees 25½′ W. 609.69 feet to the place of beginning. Containing 5.53 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Edward J. Pfeffer and Lila A. Pfeffer, his wife, by deed dated June 21, 1927, and recorded on June 21, 1927, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book No. 113, page 475.

PARCEL NUMBER SIXTY

Gardner Outdoor Substation Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Tyrone, Adams County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a monument on the eastern side of State Highway Route No. 91, being the road from Gardners School to Idaville, said monument also being on the south side of a proposed street to be known as High Street; thence along said south side of said proposed street and along property now or formerly of Harry M. Weigle and Edith L. Weigle, his wife, N. 76° 24′ E. 282.06′ to a monument in line of property now or formerly of Phillip Group; thence along said property now or formerly of Phillip Group S. 45° 30′ W. 370.00′ to a monument and S. 77° 50′ W. 29.19′ to a monument on aforementioned eastern side of said State Highway Route No. 91; thence along said State Highway Route No. 91 N. 5° 12′ E. 200.00′ to the place of beginning. Containing .679 acre.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Harry M. Weigle and Edith L. Weigle, his wife, by deed dated April 5, 1927, and recorded on April 5, 1927, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 112, page 591.

PARCEL NUMBER SIXTY-ONE

Littlestown Outdoor Substation Site

All that certain parcel of land, with the improvements thereon erected, situate between Lumber and East King Streets in the Borough of Littlestown, Adams County, Pennsylvania, bounded and described as follows, to wit:

Beginning at the corner of this land and junction of two public alleys; thence Northwest, along alley to East King Street, Forty (40) feet to an iron pin; thence along land now or formerly of Helen Catharine Bauhaus and B. J. Bauhaus, her husband, Southwest, fifty (50) feet to line of land now or formerly of E. O. Crouse; thence along said Crouse land Southeast, forty (40) feet to a twenty foot

public alley; thence along said public alley, Northeast fifty (50) feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Hanover Power Company by deed dated March 1, 1926, and recorded on June 25, 1926, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 109, page 386.

PARCEL NUMBER SIXTY-TWO

NEW OXFORD OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN lot or piece of ground, with the improvements thereon erected, situate in the Borough of New Oxford, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northeast corner of lands now or formerly of Benjamin Eicholtz; thence along the same, westwardly, one hundred and sixty (160) feet to lands now or formerly of J. S. A. Smith and Sarah A. Smith; thence along the same, northwardly, sixty (60) feet to a point at lands now or formerly of said J. S. A. Smith and Sarah A. Smith; thence along the same, eastwardly, one hundred and sixty (160) feet to property now or formerly known as the Lincoln Flouring Mills property; thence along the same, southwardly, sixty (60) feet to said lands now or formerly of Benjamin Eicholtz at the place of beginning.

ALSO, the right to enter upon and over the lands now or formerly of the said J. S. A. Smith and Sarah A. Smith by the Hanover Power Company, its officers, workmen, employees, successors and assigns, at a place mutually agreed upon, for the purpose of getting to and into said lot or piece of ground, together with the free and uninterrupted use, liberty, privilege of and passage in and along said right of way, until a street or alley shall have been opened whereby said lot or piece of ground may or can be reached or entered upon, when and at that time this right shall at once be null and void.

BEING Parcel Number Two in the deed from Hanover Power Company to Metropolitan Edison Company, dated April 13, 1925, and recorded on April 28, 1926, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book Vol. 98, page 518.

PARCEL NUMBER SIXTY-THREE

Aspers Outdoor Substation Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Menallen, Adams County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a monument at the intersection of the southern side of a public road leading from Bendersville to Gardners Station, and the eastern side of State Highway Route No. 41, being the road from Gettysburg to Carlisle, said monument being 25′ at right angles from center line of said State Highway; thence along said southern side of public road S. 58° 30′ E. 195.94′ to a monument; thence along property now or formerly of Walter B. Fidler and W. E. Roth and Ethel E. Roth, his wife, S. 19° 11′ W. 76.77′ to a monument; thence by a line 75′ from and parallel to first mentioned line and still along property now or formerly of said Walter B. Fidler and W. E. Roth and Ethel E. Roth, his wife, N. 58° 30′ W. 235.44′ to a monument in the eastern side of the said State Highway, said monument also being 25′ at right angles from the center line of the said State Highway; thence along said eastern side of said State Highway N. 48° 38′ E. 78.48′ to the monument, the place of beginning. Containing .371 acre.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Walter B. Fidler, widower, and W. E. Roth and Ethel E. Roth, his wife, by deed dated September 27, 1927, and recorded on September 27, 1927, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book No. 117, page 94.

PARCEL NUMBER SIXTY-FOUR

Biglerville Outdoor Substation Site

All that certain tract of land, with the improvements thereon erected, situate in the Township of Butler, Adams County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a monument at the intersection of the east curb of South Main Street, Borough of Biglerville, produced, also being the east side of State Highway Route 41, better known as the road leading from Gettysburg to Carlisle, and the southern side of a 16′ wide

alley, said monument being 16.14′ southerly along said curb line produced from the southwest corner of lot now or formerly of Philip Raffensperger; thence along the southern side of said 16′ wide alley 166.50′ to a monument, said monument being in line with the western side of a 12′ wide alley; thence by a line along property now or formerly of Amos Sillik and making an interior angle of 97° 30′ with last mentioned line 60′ to a monument; thence still along property now or formerly of Amos Sillik by a line parallel with first described line and making an interior angle of 82° 30′ with last mentioned line 166.50′ to a monument, said monument being along the aforementioned east curb line of South Main Street produced and eastern side of said State Highway Route 41; thence along said east curb line of South Main Street produced and making an interior angle of 97° 30′ with last mentioned line 60′ to place of beginning, making an interior angle of 82° 30′ with first described line. Containing .227 of an acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Amos Sillik, widower, by deed dated July 15, 1927, and recorded on July 19, 1927, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book No. 113, page 403.

PARCEL NUMBER SIXTY-FIVE

COLLINS OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Conoy, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly right of way line of Pennsylvania State Highway Route 441 leading from Bainbridge to Middletown, said monument being 295 feet in an easterly direction from a corner of lands now or formerly of Harry Orlendorf, Collins Estate and Sarah E. Boll; thence along other lands now or formerly of Sarah E. Boll the following courses and distances: (1) North 27 degrees 15 minutes East 75 feet to a monument; thence (2) South 62 degrees 45 minutes East 220 feet to a monument; thence (3) South 27 degrees 15 minutes West 75 feet to a monument in the northerly right of way line of said State Highway Route 441; thence (4) along the said northerly right of way line of said State

Highway Route 441 North 62 degrees 45 minutes West 220 feet to the place of beginning. Containing 0.378 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company, by Sarah E. Boll and Amos L. Boll, her husband, by deed dated January 29, 1930, and recorded on February 5, 1930, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book X-29, page 400.

PARCEL NUMBER SIXTY-SIX

DOCK STREET POWER PLANT SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southern line of Dock Street, said point being the northeast corner of the property now or formerly of the General Supply Company; thence along said southern line of Dock Street, North 85 degrees 33 minutes East 300 feet to a point, a corner of property now or formerly of the Central Railroad of New Jersey; thence along said property now or formerly of the Central Railroad of New Jersey South 01 degree 33 minutes West 186 feet, more or less, to the low water line of the Lehigh River; thence upstream along said low water line of the said Lehigh River to a point on the eastern property line of property now or formerly of said General Supply Company; thence along said eastern property line of property now or formerly of General Supply Company North 01 degree 33 minutes East 205 feet, more or less, to the place of beginning. Containing 1.333 acres, more or less.

SUBJECT, NEVERTHELESS, to the right of way of the Central Railroad Company of New Jersey over the most southerly portion of the above described premises.

BEING Parcel Number One in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

PARCEL NUMBER SIXTY-SEVEN

South Side Hydro Plant Site

Tract No. 1

All that certain tract or parcel of land, with the improvements thereon erected, situate in the City of Easton (formerly the Borough of South Easton), Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stone monument distant 176.77 feet from the west line of Abbott Street, said distance being measured on a line bearing South 88 degrees 11 minutes East from said monument, which line intersects the west line of Abbott Street at a point 10.91 feet southwardly from the southeast corner of a brick building (formerly an office) now on the west side of Abbott Street, said 10.91 feet being measured in the range of the east side of the aforesaid building; thence by a line bearing North 88 degrees 11 minutes West 400 feet to a point, said point being 5 feet northwardly and 8.32 feet eastwardly from the southeast corner of the power house formerly of The Easton Power Company and in a line of land formerly of the said The Easton Power Company; thence along the eastern boundary of Tract No. 2 hereinafter described North 01 degree 49 minutes East 183 feet to a point; thence South 88 degrees 11 minutes East 400 feet to a point; thence along lands now or formerly of The Lehigh Coal and Navigation Company South 01 degree 49 minutes West, 183 feet to a stone monument, the place of beginning. Containing 1.64 Acres of land, more or less.

Subject to a prohibition against the manufacture of gunpowder and of ardent spirits contained in the several deeds for said premises made by The Lehigh Coal and Navigation Company.

Subject also to a covenant against any claim or action for damages or trespass or other proceedings at law or in equity for or by reason of the water of the Lehigh River overflowing the said land on account of the erection, construction, maintenance or failure to properly maintain any dams or dam on said river constructed by or under control of The Lehigh Coal and Navigation Company, its successors and assigns, as the same is contained in a deed made by the said The Lehigh Coal and Navigation Company to Easton Power Company dated February 11, 1910, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Book A-39 of Deeds, page 99.

SUBJECT ALSO to the lien of The Edison Illuminating Company of Easton as hereinafter more fully set forth on page 149 hereof.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the City of Easton (formerly the Borough of South Easton), Northampton County, Pennsylvania, bounded and described as follows, to wit:

Situate on the north side of Mill Street, composed of the whole of the lot marked on the general plan of Borough of South Easton aforesaid as number 9, the Western moiety or half part of the lot marked in the aforesaid plan number 8, and the Eastern moiety of the lot marked in the said plan number 10, containing in front on said Mill Street 120 feet and extending of the same width northwardly between parallel lines to the river Lehigh. Bounded on the East by Tract No. 1 above described, on the North by the river Lehigh, on the West by a lot now or formerly of the Glendon Iron Company, and on the South by Mill Street aforesaid.

ALSO all the water power, water rights, and privileges granted to the Easton Power Company by Thomas A. H. Hay et ux. et al. by deed dated February 18, 1899, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book H, Volume 28, page 268, which water rights and privileges are defined in certain conveyances as follows:

Deed of The Lehigh Coal and Navigation Company to Samuel Breck, Jr. and John Swift, dated January 29, 1836, and recorded as aforesaid in Deed Book "B" Volume 6, page 26.

Deed of The Lehigh Coal and Navigation Company to Edward Quinn and Thomas McKeen, dated May 8, 1848, and recorded as aforesaid in Deed Book "H" Volume 7, page 307.

Deed of The Lehigh Coal and Navigation Company to Edward Quinn and Thomas McKeen, dated December 26, 1856, and recorded as aforesaid in Deed Book "E" Volume 9, page 635.

Deed of The Lehigh Coal and Navigation Company to Thomas McKeen and Edward Quinn, dated January 27, 1863, and recorded as aforesaid in Book Misc. No. 12, page 55.

Deed of The Lehigh Coal and Navigation Company to Henry McKeen dated December 6, 1869, and recorded as aforesaid in Deed Book "B" Volume 12, page 555.

Deed of The Lehigh Coal and Navigation Company to Henry McKeen dated November 14, 1873, and recorded as aforesaid in Miscellaneous Book No. 15, page 197.

Deed of The Lehigh Coal and Navigation Company to McEvers Foreman and Peter S. Michler, dated January 26, 1837, and recorded as aforesaid in Deed Book "A", Volume 6, page 534.

Deed of The Lehigh Coal and Navigation Company to Edward Quinn and Thomas McKeen, the younger, dated December 26, 1856, and recorded as aforesaid in Deed Book "E", Volume 9, page 631.

The title to said grants having by divers conveyances become vested in Thomas A. H. Hay and William O. Hay and by them conveyed to the Easton Power Company as above recited (and the said water rights and privileges being more fully defined and the method of paying the rental therefor and of paying the ground rent reserved out of the lands to which the same are appurtenant being changed and modified by a certain memorandum of agreement made the first day of May, 1899, between The Lehigh Coal and Navigation Company and the Easton Power Company, said agreement being recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Book of Miscellaneous No. 35, page 360, and another agreement between the same parties dated December 26th, 1901, recorded as aforesaid in Book of Miscellaneous No. 37, page 200, and a further agreement between The Lehigh Coal and Navigation Company, the Easton Power Company, the West End Trust Company, Trustee, the Consolidated Real Estate Company and the Lehigh Valley Railroad Company, dated July 1st, 1902, recorded as aforesaid in Miscellaneous Book 38, page 262).

ALSO the further water power and water privileges granted by The Lehigh Coal and Navigation Company to Easton Power Company by grant or agreement bearing date of July 19th, 1904, recorded as aforesaid in Miscellaneous Book 40, page 91, etc.

SUBJECT, NEVERTHELESS:

(a) To an agreement between the Burgess and Council of the Borough of South Easton of one part, and Thomas McKeen and Edward Quinn of the other part, dated October 22nd, 1855, recorded as aforesaid in Book No. 10 of Miscellaneous, page 425, relating to the construction and maintenance of a culvert under a portion of said premises.

(b) To a perpetual prohibition against the manufacture of gunpowder and ardent spirits, contained in the deeds of said premises made by The Lehigh Coal and Navigation Company.

(c) To ground rent reservations and water rent charges, reserved by, fixed and agreed upon in the several deeds made by The Lehigh Coal and Navigation Company above enumerated, as modified by the above mentioned agreements between said The Lehigh Coal and Navigation Company and Easton Power Company.

(d) To the lien of The Edison Illuminating Company of Easton as hereinafter more fully set forth on page 149 hereof.

Tracts Nos. 1 and 2 being Parcel Number Three in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

PARCEL NUMBER SIXTY-EIGHT

Stroudsburg Hydro-Electric Power Plant Site

ALL THOSE TEN CERTAIN tracts or parcels of land, with the improvements thereon erected, situate in Monroe County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1

Situate in the Township of Stroud and beginning at a point in the northerly line of the New York, Susquehanna and Western Railroad's land, where the same intersects the easterly line of a certain tract of land containing 28 acres and 11 perches, conveyed by Rogers L. Burnett and Janet N. Burnett, his wife, to W. Spearing Shafer, and Van C. Peters, by deed dated January 23, 1903, recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, on January 24, 1907, in Book 56 of Deeds, page 672, and from thence running (1) northwesterly along the easterly line of said last mentioned tract to the northerly bank of Broadhead's Creek; thence (2) easterly down the said northerly line of said Creek to where the same is intersected by the easterly line of a tract of land allotted to Elizabeth Colbert in the partition of the real estate of Jacob McDowell Stroud, deceased, and particularly described in a certain deed of parti-

tion between the heirs of Jacob Stroud, deceased, dated the twenty-seventh day of June, 1810, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book Volume "F-3", page 184; thence (3) along the last mentioned line southeasterly to the northerly line of the New York, Susquehanna and Western Railroad; thence (4) along the said line westerly to the point or place of beginning. Being all that portion of a certain tract of land containing 32 acres, more or less, which was conveyed by John J. Repp and Miriam A. C. Repp to Linford Adams, by deed dated August 30, 1902, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Volume 56 of Deeds, page 601, which lies north of the northerly line of the lands of the New York, Susquehanna and Western Railroad.

Tract No. 2

Situate in the Township of Smithfield, lying between the South and Southeast line of the Delaware, Lackawanna and Western Railroad, and the Broadhead's (or Smithfield) Creek, the North shore thereof. Being all that portion of a certain tract of land containing 55 acres, more or less, which was conveyed to Levi Smith by John Boys by deed dated February 28, 1876, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, on February 28, 1876, in Deed Book Vol. 25, page 220, which lies between the right of way of the Delaware, Lackawanna and Western Railroad and Broadhead's Creek.

Tract No. 3

Situate partly in the Township of Stroud and partly in the Township of Smithfield and partly covered by Broadhead's Creek, bounded and described as follows, to wit:

BEGINNING at the Northwest corner of land now or formerly of the Lehigh Valley Water Supply Company, the same being in the North boundary line of the New York, Susquehanna and Western Railroad; thence by said land North 37 degrees West (magnetic meridian of 1810) crossing the Broadhead's Creek, about 9 perches to a corner in the South line of the right of way of the Delaware, Lackawanna and Western Railroad Company; thence by said South line on said railroad in a Westerly direction, its several courses, 153 perches, more or less, to the North corner of land now or formerly of Elizabeth Colbert; thence by said land crossing said creek, South 37 degrees East, about 9 perches to the North line of the right of way of the New York,

Susquehanna and Western Railroad; thence by said Northern boundary line of said railroad, 155 perches, more or less, to the place of beginning.

SUBJECT to the first right in Monroe County Water Supply Company to the water in Broadhead's Creek and the several tributaries thereof as defined in the reservation contained in the deed from the Monroe County Water Supply Company to Van C. Peters and W. S. Shafer dated March 5, 1903, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 57, page 68.

Tract No. 4

Situate partly in the Borough of Stroudsburg and partly in the Borough of East Stroudsburg (lately in the Township of Stroud), bounded and described, according to a survey of it made by John L. Westbrook, Esq. in January, 1903, as follows, to wit:

BEGINNING at a stake in the edge of Broadhead's Creek being also the beginning corner of a tract of land containing 5 acres 140 perches described in a certain deed by William Henry and wife to John Jordan, Jr., and John F. Wolle, dated the 5th day of November, 1840; thence running along the line of land now or formerly of George G. Shafer and also along land now or formerly of Linford Adams, as the needle indicated in January, 1903, South 32¼ degrees East 132 feet crossing the New York, Susquehanna and Western Railroad track to an iron driven into the ground; thence along land formerly of the estate of Luke Staples, deceased, the following courses and distances: South 73 degrees West 493 feet to a stake; North 41¾ degrees West 99 feet to a point on the New York, Susquehanna and Western Railroad tracks; South 53¼ degrees West 198 feet to a stake; South 78¼ degrees West 99 feet to an iron bolt driven into the ground; North 59¾ degrees West 222¾ feet to a stake; North 40¾ degrees West 288¾ feet to a stake from which the Northeasterly corner of house now or formerly of John N. Staples bears South 65¼ degrees West distant 29.3 feet; North 17 degrees West 247½ feet crossing the aforesaid New York, Susquehanna and Western Railroad tracks, to a corner in Broadhead's Creek; thence in part along lands formerly of the estate of said Luke Staples, deceased, and in part along lands conveyed or to be conveyed to Jean Dean, North 40½ degrees West 582 feet to a black oak tree; thence by the same North 33¾ degrees West 185.3 feet to a stake; thence still by the same and lands of the New York, Susquehanna and Western Railroad Company North 61¾ degrees West 181.5 feet to a stake; thence still by the last mentioned

land North 71½ degrees East 156.8 feet to a stake; thence still along the same North 22¾ degrees East 305¼ feet to a stake in the line of land now or formerly of Louis Sulkin; thence along the same South 28¼ degrees East 699¼ feet to a corner in Broadhead's Creek; thence by the same South 88 degrees 10 minutes East 813½ feet to a stake, formerly a spruce tree; thence by the same North 61¾ degrees East 258 feet to a stake, formerly a black oak tree; thence still by the same South 39 degrees 25 Minutes East 528 feet to a stake; thence still by the same South 74 degrees 30 minutes East 280½ feet to a stake on the bank of Broadhead's Creek, corner also of land now or formerly of said Louis Sulkin; thence up said Broadhead's Creek by the aforesaid land now or formerly of George G. Shafer, the several courses and distances thereof, to the place of beginning. Containing 28 acres 11 perches, more or less.

ALSO a full, free, entire and uninterrupted right of way, as a highway, 30 feet in width, through the land formerly of Jacob Brown, as surveyed and staked out at the time of the location of the same, commencing about 4 perches South 43¼ degrees East from the black oak tree mentioned as the beginning corner in the deed from Charlton Burnett and his wife to Janet Norton, dated the 13th day of November, A. D. 1878, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 28, page 81, and extending thence through the said land now or formerly of Jacob Brown North 30 degrees East 43.7 perches; thence North 47½ degrees East 24.3 perches; thence North 13 degrees West 66.3 perches to a public road at the Northeast corner of an apple orchard.

EXCEPTING therefrom a certain strip of land containing 2.68 acres as more fully described in a certain deed from Emery E. Norton and wife to New York, Susquehanna and Western Railroad Company dated January 15, 1884, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 33, page 298.

Tract No. 5

Situate partly in the Borough of East Stroudsburg and partly in the Township of Smithfield and partly covered by Broadhead's Creek, bounded and described as follows, to wit:

BEGINNING at a point in the Northern boundary of the right of way of the New York, Susquehanna and Western Railroad, at a point

North 37 degrees West (magnetic Meridian of 1810) from the South corner of a tract of 21 acres 33 perches, sold by J. L. Wyckoff to George R. Rinehart, et al., and thence along the Northern boundary line of said railroad, in a Southwesterly direction its several courses, 40 perches; thence by land now or formerly of Monroe County Water Supply Company, North 37 degrees West, also from magnetic meridian of 1810, crossing the Broadhead's Creek, about 9 perches to the South boundary line of the right of way of the Delaware, Lackawanna and Western Railroad; thence along said South boundary line in a Northeasterly direction, its several courses, 152 perches, more or less, to the Northwest corner of land now or formerly of George R. Rinehart; thence by said lot South 37 degrees East, 9 perches, more or less, to the North line of right of way of said New York, Susquehanna and Western Railroad; thence by said right of way, in a Southwesterly direction its several courses, 112 perches, more or less, to the beginning.

Tract No. 6

Situate partly in the Township of Stroud and partly in the Township of Smithfield, bounded and described as follows, to wit:

BEGINNING at a point in the division line between lands now or formerly of Linford Adams and lands now or formerly of the Monroe County Water Power and Supply Company, said point being distant 50 feet Southerly at right angles from the center line of the New York, Susquehanna and Western Railroad; thence running along other lands now or formerly of the Monroe County Water Power and Supply Company and lands formerly of John N. Staples, as the needle indicated in December, 1904, South 32¼ degrees East 15 feet to a post; thence by other lands now or formerly of Linford Adams (of which this tract is part) the following courses and distances: South 85½ degrees East 282 feet to a post; thence North 68¾ degrees East 225 feet to a post; thence North 74 degrees East 521 feet to a post; thence North 77 degrees East 225 feet to a post; thence North 80 degrees East 690 feet to a chestnut tree marked for a corner; thence South 75 degrees East 285 feet to a maple tree marked for a corner; thence South 71¾ degrees East 229½ feet to a post; thence North 87¾ degrees East 259 feet to an iron pin driven in the ground; thence North 85¾ degrees East 409 feet to the center of a large rock 6 feet long, 5 feet wide and about two feet high; thence North 7½ degrees East 42 feet to a point distant 50 feet at right angles from the center line of said New York, Susquehanna and Western Railroad; thence running in a Westerly direction and parallel to the center line of said

New York, Susquehanna and Western Railroad and distant 50 feet therefrom to the place of beginning.

Tract No. 7

Situate in the Borough of East Stroudsburg, bounded and described as follows, to wit:

BEGINNING at a stake, said stake being along and on the northwesterly right of way line of the Delaware, Lackawanna & Western Railroad; thence along said right of way line and parallel to its center line by a line curving to the right, having a radius of 1096.28 feet, a distance of 200.19 feet to a stake, said stake being also a corner of land now or formerly of Howard T. Shively; thence along the same the following courses and distances: North 47 degrees 34 minutes West 100 feet to a stake; North 56 degrees 00 minutes East 200 feet to a point, said point being 108 feet southwest of a stone wall; thence parallel with the stone wall and 108 feet distant, South 47 degrees 34 minutes East 100 feet to the place of beginning. Containing .43 acres.

Tract No. 8

Situate partly in the Township of Smithfield and partly in the Borough of East Stroudsburg, bounded and described as follows, to wit:

BEGINNING at a stone, being the Northeast corner of a tract of land lying on the North side of Broadhead's Creek, now or formerly of Levi Smith; thence North 57 degrees East along the South line of land now or formerly of David Smith's estate, 97 perches to a stone; thence South 3¼ degrees West 80¾ perches to a hickory tree; thence North 87 degrees East along the line of land now or formerly of Frank Bell, 80 perches to a stone; thence South 25 degrees East along the line of land now or formerly of Stroud Burson, deceased, 6 perches to a post; thence South 84½ degrees West, partly along other land now or formerly of said Stroud Burson, deceased, 40 perches to a stone; thence South 72¼ degrees West along Broadhead's Creek 62 perches to a stone; thence South 26 degrees West along Broadhead's Creek 9 perches to a stone; thence South 13 degrees West, along Broadhead's Creek 74 perches to a post, corner of land now or formerly of said Levi Smith; thence North 34 degrees West along the said East line of land now or formerly of said Levi Smith, 76 perches to the place of beginning. Containing 28½ acres.

SUBJECT, NEVERTHELESS, to the right of way of the Delaware, Lackawanna & Western Railroad Company over the southerly portion of the above described premises.

Tract No. 9

Situate in the Township of Smithfield, bounded and described as follows, to wit:

BEGINNING at a point in line of lands now or formerly of Eastern Pennsylvania Power Company, and distant 50 feet in a Northerly direction and at right angles from the center line of the New York, Susquehanna and Western Railroad, and also distant 184 feet, more or less, North 32 degrees 30 minutes West from a stone corner, the Southwesterly corner of lands now or formerly of Daniel N. Wyckoff; thence running along and over lands now or formerly of said Eastern Pennsylvania Power Company, North 32 degrees 30 minutes West 147 feet to the North side of Broadhead's Creek; thence down the North side of said creek, the following courses and distances being the meanders thereof, North 52 degrees 30 minutes East 287 feet, North 44 degrees East 94 feet, North 7 degrees 45 minutes East 540 feet, North 22 degrees East 428 feet, North 17 degrees 15 minutes East 368 feet, North 22 degrees 45 minutes East 395 feet, North 15 degrees 30 minutes East 308 feet, North 28 degrees 15 minutes East 282 feet, North 51 degrees 30 minutes East 270 feet, North 83 degrees 15 minutes East 370 feet, North 77 degrees 15 minutes East 457 feet, North 89 degrees East 250 feet, South 36 degrees 30 minutes East 538 feet to the Northerly right of way line of New York, Susquehanna and Western Railroad, about opposite the Pier of the Bridge spanning said Creek belonging to said Railroad; thence running parallel to the center line of said New York, Susquehanna and Western Railroad and distant at all points 50 feet Northerly therefrom to the place of beginning, the following of which are the several courses and distances thereof: South 80 degrees 15 minutes West 940 feet; thence on a 5 degree 20 minute curve to the left a distance of 1140 feet; thence South 22 degrees 12 minutes West 232 feet; thence on a 1 degree curve to the left a distance of 480 feet; thence South 17 degrees 44 minutes West 554 feet; thence on a 7 degree 30 minute curve to the right 522.8 feet to the beginning.

SUBJECT, NEVERTHELESS, to the right of way of the Delaware, Lackawanna & Western Railroad Company over the northeast corner of the above described premises; and see the exception under Tract No. 10 of this Parcel.

Tract No. 10

Situate in the Township of Smithfield, bounded and described as follows, to wit:

BEGINNING at a stake driven in the ground in the right of way line of the New York, Susquehanna & Western Railroad Company from which stake the South rail of said Railroad where it crosses the face of the western abutment of the bridge across Broadhead's Creek bears North 59¼ degrees East 134.8 feet; thence along the Southerly right of way line of said New York, Susquehanna & Western Railroad Company North 79¾ degrees East 357.8 feet to a stake on the East side of Broadhead's Creek; thence along land now or formerly of the Analomink Paper Mills South 36½ degrees East 400 feet to a stake, from which a willow tree is distant in a northerly direction 10 feet, to a buttonwood tree distant in a Southerly direction 6 feet; thence along the Southerly side of Broadhead's Creek and along land now or formerly of the said Analomink Paper Mills South 64½ degrees East 553 feet to a stake on the Southerly bank of Broadhead's Creek; thence by other lands now or formerly of George R. Rinehart, of which this tract was formerly a part, South 44 degrees 50 minutes West 359.4 feet to a stake; thence North 60 degrees 50 minutes West 314.3 feet; thence North 46¾ degrees West 236½ feet; thence North 44 degrees 50 minutes West 236.4 feet; thence North 39 degrees West 200 feet; thence North 37 degrees 35 minutes West 156.4 feet to the place of beginning.

SUBJECT to the right of George R. Rinehart, his heirs and assigns, to use certain roadways crossing the property above described.

EXCEPTING, HOWEVER, out of Tracts Nos. 9 and 10 above described, two parcels of land with the water rights and easements appurtenant thereto, which were conveyed by George R. Rinehart and wife to John R. McPherson by two deeds, one dated January 9, 1892 and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 42, page 15, and the other dated August 18, 1893, recorded as aforesaid in Deed Book 44, page 254.

Tracts Nos. 1 to 10, inclusive, being Parcel Number Four in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 103, page 562.

Tract No. 11

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of East Stroudsburg, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly right of way line of The Delaware, Lackawanna & Western Railroad, said monument being the southeast corner of lands conveyed by Howard T. Shively and wife to Pennsylvania Edison Company by deed dated December 31, 1924, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 94, page 116; thence along said lands North 52 degrees 16 minutes 30 seconds West 100 feet to a corner; thence still along said lands South 51 degrees 17 minutes 30 seconds West 200 feet to a monument; thence along lands now or formerly of Howard T. Shively North 25 degrees 07 minutes 30 seconds East 1066.5 feet to a monument in line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company South 27 degrees 33 minutes 30 seconds East 275 feet to an iron pipe in the said northerly right of way line of The Delaware, Lackawanna & Western Railroad; thence along said northerly right of way line of The Delaware, Lackawanna & Western Railroad South 16 degrees 27 minutes 30 seconds West 200.72 feet to a point; thence still along the said northerly right of way line of The Delaware, Lackawanna & Western Railroad in a line curving to the right and having a radius of 1070.2 feet, 586.95 feet to the place of beginning. Containing 5.23 Acres, more or less.

EXCEPTING AND RESERVING to Howard T. Shively, et ux., the right of ingress, egress and regress over a passageway 20 feet in width adjacent to the easterly line of the above described tract or parcel of land, said easterly line being the fourth mentioned line in the above description, and extending from The Delaware, Lackawanna & Western Railroad right of way on the south to other property of Howard T. Shively, et ux., on the north.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Howard T. Shively and Lutetia Shively, his wife, by deed dated March 1, 1929, and recorded on March 21, 1929, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 107, page 291.

PARCEL NUMBER SIXTY-NINE

Easton Office, Garage and Storage Site

Tract No. 1

All that certain tract or parcel of land, with the improvements thereon erected, situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Situate at the southeast corner of Second and Ferry Streets and containing in front on said Ferry Street 100 feet, more or less, and of that width extending southwardly along the east side of Second Street 324 feet, more or less, to the Lehigh River. Bounded on the north by Ferry Street, on the east by lands of The Edison Illuminating Company of Easton, on the south by the Lehigh River, and on the west by Second Street.

Subject to the lien of The Edison Illuminating Company of Easton as hereinafter more fully set forth on page 149 hereof.

Tract No. 2

All that certain tract or parcel of land, with the improvements thereon erected, situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Situate on the south side of Ferry Street and containing in front on said Ferry Street 26 feet 6 inches, more or less, and of that width extending southwardly 144 feet, more or less, to the Lehigh River. Bounded on the north by Ferry Street, on the east by Green Street, on the south by the Lehigh River and on the west by lands of The Edison Illuminating Company of Easton.

Tracts No. 1 and No. 2 being Parcel Number Two in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

PARCEL NUMBER SEVENTY

East Stroudsburg Office and Garage Site

All that certain tract or parcel of land, with the improvements thereon erected, and designated as 66 and 68 South Courtland Street,

situate in the Borough of East Stroudsburg, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Easterly side of South Courtland Street 429.20 feet North of the Northern building line of Washington Street, said point also being a corner of property now or formerly of Clarence Pysher; thence along said Easterly side of South Courtland Street North 01 degree East 40 feet to a point, a corner of property of the Borough of East Stroudsburg whereon the municipal building is erected; thence by the said property of the Borough of East Stroudsburg North 89 degrees East 140 feet more or less to the Westerly side of Alley C; thence along the Westerly side of said Alley South 01 degree West 40 feet to lands now or formerly of the said Clarence Pysher; thence along lands now or formerly of the said Clarence Pysher South 89 degrees West 140 feet, more or less, to the point the place of beginning. Containing 5600 square feet, more or less.

BEING Parcel Number Eleven in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 103, page 562.

PARCEL NUMBER SEVENTY-ONE

NAZARETH OFFICE AND STORAGE SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Nazareth, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the Easterly line of Main Street with the Northerly line of Mulberry Alley, from thence running Easterly along the Northerly line of Mulberry Alley 91 feet to line of lands now or formerly of The Nazareth Illuminating Gas Company; thence along said lands the following courses and distances: Northerly at right angles to Mulberry Alley 25.9 feet, Westerly parallel with Mulberry Alley 3.5 feet, Northerly again at right angles to Mulberry Alley 18.1 feet, Easterly again parallel with Mulberry Alley 20.5 feet, Northerly again at right angles to Mulberry Alley 26 feet; thence West-

erly, parallel with the Northerly line of Mulberry Alley, 108 feet to the Easterly line of Main Street; thence Southerly, along the Easterly line of Main Street, 70 feet to the point or place of beginning.

SUBJECT to a covenant contained in an agreement between the Congregation of the United Brethren of the Town of Nazareth and Its Vicinity and the Bangor and Portland Railway Company, dated March 12, 1897, and recorded in Northampton County, Pennsylvania, in Book 32 of Miscellaneous, page 355, to the effect that the said premises would not be used for either a lumber yard or coal yard then or at any time thereafter.

BEING Parcel Number Ten in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Nazareth, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the northerly line of Mulberry Alley, said point being 91 feet, measured along said northerly line of Mulberry Alley, eastwardly from the easterly building line of Main Street and being the southeasterly corner of other lands of Metropolitan Edison Company; thence along said other lands of Metropolitan Edison Company the following 5 courses and distances: northerly on a line parallel to said Main Street 25.90 feet to a corner; thence westerly on a line parallel to said Mulberry Alley 3.5 feet to a corner; thence northerly on a line parallel to said Main Street 18.10 feet to a corner; thence easterly on a line parallel to said Mulberry Alley 20.5 feet to a corner; thence northerly on a line parallel to said Main Street 26 feet to a corner, the northeasterly corner of property of Metropolitan Edison Company, said corner being 108 feet, measured along the northerly property line of said Metropolitan Edison Company, eastwardly from the easterly building line of Main Street; thence easterly on a line parallel to said Mulberry Alley 72 feet to a point; thence southerly on a line parallel to said Main Street 70 feet to a point in the said northerly line of Mulberry Alley; thence along the said northerly line of

Mulberry Alley 89 feet in a westerly direction to the point, the place of beginning.

SUBJECT to a covenant contained in an agreement between the Congregation of the United Brethren of the Town of Nazareth and Its Vicinity and the Bangor and Portland Railway Company, dated March 12, 1897, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Book 32 of Miscellaneous, page 355, to the effect that the said premises would not be used for either a lumber yard or coal yard then or at any time thereafter.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by Interurban Gas Company by deed dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book G, Volume 61, page 236.

PARCEL NUMBER SEVENTY-TWO

GLENDON SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Glendon, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at or near the center line of the public road known as the Hellertown Road, said point being also a corner of lands now or formerly of U. S. C. Heil; thence along line of lands now or formerly of the said U. S. C. Heil, North 36 degrees 33 minutes west 630 feet, more or less, to a point in the southern right of way line of the South Side Industrial Branch of the Lehigh Valley Railroad; thence along the said right of way line the following five courses and distances: (1) by a line curving to the right with a radius of 1880.08 feet a distance of 100.3 feet to a point, the said line being parallel to and 30 feet distant from the center line of the said railroad; thence (2) northwardly by a line at right angles to the said center line a distance of 10 feet to a point; thence (3) by a line curving to the right with a radius of 1890.08 feet a distance of 472.9 feet to a point the said line being parallel to and 20 feet distant from the center line of the said railroad; thence (4) by a straight line parallel to and 20 feet

distant from the center line of the said railroad and in an easterly direction a distance of 828 feet to a point; thence (5) by a line curving to the right with a radius of 1890.08 feet a distance of 96.51 feet to a point at or near the center line of the said Hellertown Road; thence in and along the center of the said Hellertown Road South 61 degrees 57 minutes West 488 feet be the same more or less to a point at an angle in the said road; thence still in the center of the said road South 44 degrees 57 minutes West 538.3 feet to a point; thence still in the said road South 45 degrees 54 minutes West 347 feet to a point the place of beginning. Containing 9.7 acres be the same more or less.

SUBJECT to the right of way, 50 feet in width, over the easterly portion of the above described premises as reserved in the deed from Ellen Smith, et al. to Pennsylvania Edison Company, dated June 1, 1923, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E-51, page 207.

BEING Parcel Number Five in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

PARCEL NUMBER SEVENTY-THREE

BELFAST SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Plainfield, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly line of State Highway Route 166, leading from Stockerton to Belfast, said monument also being in the northerly property line of land now or formerly of Emma J. Bursch; thence along said easterly line of said State Highway North 8 degrees 59 minutes West 236.92 feet to a monument in the southerly right of way line of the Lehigh Valley Railroad; thence along said southerly right of way line North 23 degrees 58 minutes East 357.64 feet to a monument; thence still along said southerly right of way line North 2 degrees 12 minutes 30 seconds West 30.00 feet to a monument, said monument being the intersection of the said southerly right of way line with the southerly right of way line of the Delaware, Lackawanna & Western Railroad; thence along said southerly right of way

line of the Delaware, Lackawanna & Western Railroad in a line curving to the left and having a radius of 2895 feet with a 73.00 foot chord North 28 degrees 46 minutes 30 seconds East 73.00 feet to a monument, said monument being the point of curve in the said southerly right of way line of the Delaware, Lackawanna & Western Railroad; thence still along said southerly right of way line of the Delaware, Lackawanna & Western Railroad North 28 degrees 04 minutes East 281.10 feet to a monument in the southerly property line of land now or formerly of Steve Suculy; thence along said southerly property line of land now or formerly of Steve Suculy North 48 degrees 08 minutes East 45.5 feet to a monument; thence still along said southerly property line of land now or formerly of Steve Suculy South 81 degrees 26 minutes East 453.25 feet to a monument in the westerly property line of land now or formerly of I. J. Lowell; thence along said westerly property line of land now or formerly of I. J. Lowell South 10 degrees 27 minutes 30 seconds West 1086.05 feet to a monument in the said northerly property line of land now or formerly of Emma J. Bursch; thence along said northerly property line of land now or formerly of Emma J. Bursch North 66 degrees 01 minute West 530.00 feet to a monument; thence still along said northerly property line of land now or formerly of Emma J. Bursch South 80 degrees 00 minutes West 76.6 feet to the place of beginning. Containing 13.58 acres.

SUBJECT to the right of the heirs and assigns of Thomas Miller to pass over and along the roadway adjacent to the southerly boundary line of the premises first hereinbefore described as now located and for the purpose of ingress and egress to and from their lands situate in an easterly direction from the said premises first hereinbefore described.

BEING in part Parcel Number Seven in the deed from Pennsylvania Edison Company to Metropolitan Edison Company dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10; in part the same premises granted and conveyed unto Metropolitan Edison Company by Northampton Transit Company by deed dated November 13, 1929, and recorded as aforesaid on November 13, 1929, in Deed Book D-61, page 683; and in part the same premises quitclaimed unto Metropolitan Edison Company by The Delaware, Lackawanna and Western Railroad Company by deed dated April 3, 1930, and recorded as aforesaid on April 14, 1930, in Deed Book E-61, page 520.

PARCEL NUMBER SEVENTY-FOUR

Bushkill Park Substation Site

Tract No. 1

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Palmer, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the public road leading from Northampton Street, or the Nazareth Road to Tatamy; thence extending South 30 minutes East, a distance of 398 feet, more or less, to the right of way now or formerly of the Northampton Traction Company; thence extending along the right of way now or formerly of the said Northampton Traction Company curving to the left and North for a distance of 453 feet, more or less, to a point in the said line of right of way now or formerly of said Northampton Traction Company and property now or formerly of the Henry Lachenour Estate; thence extending North 88 degrees 36 minutes East for a distance of 150.6 feet, more or less, to the point of beginning. Containing 1.77 acres of land, more or less.

Being Parcel Number Six in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

Tract No. 2

All that certain strip or parcel of land, with the improvements thereon erected, situate in the Township of Palmer, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a bolt in the 33 foot public road leading from Walters Lower Mill to Seips and being the southeasterly corner of other lands of Metropolitan Edison Company, known as the Bushkill Substation Site; thence running across said public road South 67 degrees 30 minutes East a distance of 2.6 feet to the center line of said public road; thence running along the center line of said public road South 3 degrees 30 minutes West a distance of 84.6 feet to a point; thence along lands now or formerly of Paul M. Thomas the following courses and distances: North 67 degrees 30 minutes West a distance of 30.6 feet to a point; thence by a curve to the right with a radius of 378.3 feet a distance

of 500.3 feet to a point; thence North 8 degrees 34 minutes East a distance of 65.7 feet to a point; thence by lands now or formerly of Thomas Fehnel and others, North 86 degrees East a distance of 82 feet to a monument, being the northwesterly corner of the said lands of Metropolitan Edison Company; thence by said lands of Metropolitan Edison Company the following courses and distances: South 8 degrees 34 minutes West a distance of 83.5 feet to a monument; thence by a curve to the left with a radius of 298.3 feet a distance of 375.5 feet to a monument; thence continuing along said radius a distance of 19 feet to a bolt, the place of beginning.

Said strip or parcel of land being bounded Northerly by lands now or formerly of Thomas Fehnel and others, Easterly by other lands of Metropolitan Edison Company and a 33 foot public road leading from Walters Lower Mill to Seips, Southerly and Westerly by lands now or formerly of Paul M. Thomas.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Thomas V. Long and Mabel B. Long, his wife, by deed dated April 17, 1941, and recorded on April 17, 1941, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book F-71, page 544.

PARCEL NUMBER SEVENTY-FIVE

DELABOLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate partly in the Township of Plainfield and partly in the Borough of Pen Argyl, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center line of the public road leading from Pen Argyl to Delabole, said point being a corner of lands of the Delaware, Lackawanna and Western Railroad Company; thence along said lands of Delaware, Lackawanna and Western Railroad Company North 00 degrees 51 minutes West 35.41 feet to a monument, a corner of said lands of Delaware, Lackawanna and Western Railroad Company, said corner being 30 feet at right angles from the center line of said Delaware, Lackawanna and Western Railroad; thence along said lands of Delaware, Lackawanna and Western Railroad 30 feet from and parallel to said center line North 31 degrees 04 minutes West

725.48 feet to a monument, a corner of lands now or formerly of Samuel Budge; thence along said lands now or formerly of Samuel Budge North 20 degrees 48 minutes East 119.26 feet to a monument in a corner of a small creek and in line of lands now or formerly of Jackson-Bangor Slate Company; thence along said lands now or formerly of Jackson-Bangor Slate Company the following courses and distances: South 37 degrees 23 minutes East 539.40 feet to a monument; thence South 00 degrees 15 minutes East 280.67 feet to a monument; thence South 31 degrees 04 minutes East 78.26 feet to the said center line of the said public road; thence along said center line of the said public road North 78 degrees 51 minutes West 40.26 feet to the place of beginning. Containing 1.94 acres, more or less.

BEING Parcel Number Eight in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

PARCEL NUMBER SEVENTY-SIX

WEST EASTON STORAGE SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate partly in the City of Easton and partly in the Borough of West Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Westerly boundary line of the City of Easton 82.34 feet due North of the center line of Main Street, formerly known as Adamson Street; thence along the said Westerly boundary line of the City of Easton due North a distance of 235 feet to a monument; thence South 56 degrees 18 minutes West 7.2 feet to a monument; thence along lands now or formerly of the Baker & Adamson Chemical Company due North 221.02 feet to a point; thence South 80 degrees 18 minutes West 357.05 feet to a stake in the center line of Raspberry Street; thence along the center line of said Raspberry Street South 9 degrees 42 minutes East 518.79 feet to a point at low water mark of the Lehigh River where the same would be intersected by a continuation Southerly of the center line of said Raspberry Street; thence along said Lehigh River upstream in a Southwesterly direction 125 feet, more or less, to a point; thence across Dock Street North 68

degrees 17 minutes West 58.8 feet to the Northwesterly side of Dock Street; thence along the Northwesterly side of Dock Street South 35 degrees 43 minutes West 100.3 feet to the Northerly side of Main Street; thence along the Northerly side of Main Street North 69 degrees 50 minutes West 180 feet to an iron pipe; thence South 22 degrees 15 minutes West 18 feet to the center line of Main Street; thence along the center line of Main Street North 67 degrees 45 minutes West 50 feet to a point; thence along land now or formerly of the Methodist Episcopal Church North 22 degrees 15 minutes East 76.50 feet to a point; thence along the same North 67 degrees 45 minutes West 70.25 feet to the monument, the place of beginning.

SUBJECT to the terms of an easement granted by National Switch & Signal Company to Ingersoll Sergeant Drill Company and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book F-22, page 645, and two certain agreements with reference to railroad switches and sidings on the above described premises, being an agreement between Central Railroad Company of New Jersey and National Switch & Signal Company, recorded as aforesaid in Miscellaneous Book 44, page 519, and an agreement between Central Railroad Company of New Jersey and Bushnell Manufacturing Company, recorded as aforesaid in Miscellaneous Book 44, page 514.

BEING a part of Tract No. 1 and Tract No. 2 of Parcel Number Three in the deed from Easton Gas Works to Metropolitan Edison Company, dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E-61, page 308.

PARCEL NUMBER SEVENTY-SEVEN

CHESTNUT HILL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Forks, Northampton, County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being South 2 degrees 45 minutes East a distance of 15 feet from a point in the center line of the Chestnut Hill-Bushkill Park Township Road, said point being

South 87 degrees 15 minutes West a distance of 141.7 feet from the intersection of the center lines of the above mentioned road and the Easton-Tatamy Road; thence from the said monument along lands now or formerly of Robert Fulmer, the following courses and distances: South 2 degrees 45 minutes East a distance of 150 feet to a monument; thence South 87 degrees 15 minutes West a distance of 40 feet to a monument; thence North 2 degrees 45 minutes West a distance of 150 feet to a monument in the southerly line of the Chestnut Hill-Bushkill Park Township Road; thence along the southerly line of said Township Road, North 87 degrees 15 minutes East a distance of 40 feet to the monument the place of beginning. Containing 0.137 of an acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Adele M. Fulmer and Robert B. Fulmer, her husband, by deed dated November 26, 1934, and recorded on November 27, 1934, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book No. G-65, page 359.

PARCEL NUMBER SEVENTY-EIGHT

NORTH BANGOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Upper Mount Bethel, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument located on the southern right of way line of Lehigh and New England Railroad Company, said monument being South 43 degrees West a distance of 47 feet from a cross in the center of the railroad bridge over Martin's Creek, the said bridge being located 948 feet East, as measured along the center line of track from M. P. #58; thence (1) along said Martin's Creek South 43 degrees West a distance of 192.7 feet to an iron pin located in the center of the public road leading from North Bangor to Portland; thence (2) along said public road leading from North Bangor to Portland North 80 degrees West, a distance of 45 feet to an iron pin in the same said road; thence (3) along center line of same said road North 86 degrees 07 minutes 30 seconds West a distance of 45 feet to an iron pin in the center line of same said road; thence (4) along lands now or formerly of Louisa Mann North 27 degrees 27 minutes 30 seconds West a distance

of 170.7 feet to a monument in the southern right of way line of the Lehigh and New England Railroad, said monument being 33 feet at right angles of the center line of tracks; thence (5) along the same said right of way line of the Lehigh and New England Railroad South 84 degrees 46 minutes East a distance of 157 feet to a monument; thence (6) along the same said right of way line continuing on a curve with a radius of 1365.42 feet, a distance of 144 feet to a monument and place of beginning. Containing 0.645 Acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Louisa Mann, widow, by deed dated January 8, 1932, and recorded on January 8, 1932, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book H, Volume 63, page 278.

PARCEL NUMBER SEVENTY-NINE

RAUBSVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Williams, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in center of a public road leading from Coffeetown to Raubsville, same being 12 feet at right angles to line produced along the west side of cemetery wall and 67 feet southerly from southwest corner of said wall; thence along center line of said road North 18 degrees 25 minutes West 150 feet to a point in center line of said road; thence South 72 degrees 45 minutes West 12 feet to a monument in line of said road; thence continuing along same course 138 feet to a monument; thence South 18 degrees 25 minutes East 150 feet to a monument; thence North 72 degrees 45 minutes East 138 feet to a monument in line of said road; thence continuing along same course 12 feet to a point in center of said road and place of beginning. Containing 0.516 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Claude Danner and Isa Ruth Danner, his wife, by deed Dated October 4, 1935, and recorded on October 4, 1935, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D-66, page 657.

PARCEL NUMBER EIGHTY

North Delaware Substation Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Forks, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a monument, said monument being South 18 degrees 9 minutes West a distance of 16.5 feet from a point in the center line of the Chestnut Hill-Delaware River Public Road, said point being North 71 degrees 51 minutes West a distance of 233 feet from the intersection of the center lines of the above mentioned road and the Easton-Martins Creek Road (North Delaware River Road); thence from the said monument along lands now or formerly of Carrie Kressley et al., the following courses and distances: South 18 degrees 9 minutes West 50 feet to a monument, North 71 degrees 51 minutes West 75 feet to a monument, North 18 degrees 9 minutes East 50 feet to a monument; thence along the southerly line of the Chestnut Hill-Delaware River Public Road South 71 degrees 51 minutes East 75 feet to the monument, the place of beginning. Containing .086 of an acre.

Being the same premises granted and conveyed unto Metropolitan Edison Company by Carrie Kressley, et al. by deed dated May 4, 1939, and recorded on May 4, 1939, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A-70, page 48.

PARCEL NUMBER EIGHTY-ONE

Saylorsburg Substation Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Hamilton, Monroe County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point in the center line of a public road leading from Saylorsburg to Stroudsburg, said point being 57.4 feet in an easterly direction from the intersection of the said road by a public road leading to Sciota; thence along the center line of said public road leading from Saylorsburg to Stroudsburg North 47 degrees 51 minutes East, a distance of 150 feet to a point in center line of said public road; thence along lands now or formerly of the Universal Atlas Cement Company the following courses and distances, viz.: South 41 degrees 69 minutes East, a distance of 96.5 feet to a point; thence South 47 degrees 51 minutes West a distance of 150 feet to a point;

thence North 41 degrees 69 minutes West a distance of 96.5 feet to a point, the place of beginning. Containing 0.332 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Universal Atlas Cement Company by deed dated February 28, 1935, and recorded on March 11, 1935, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book No. 121, page 557.

PARCEL NUMBER EIGHTY-TWO

BUSHKILL FALLS SUBSTATION SITE

ALL THAT CERTAIN lot or plot of land, with the improvements thereon erected, situate at Bushkill, in the Township of Lehman, Pike County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone monument set for a corner in the southerly side of the now abandoned railroad right of way formerly of the Delaware Valley Railway Company and in line of land formerly of Samuel G. Peters, which bears North 84 degrees 20 minutes West and distant 433 feet from the intersection of the said southerly side of the now abandoned railroad right of way formerly of the Delaware Valley Railway Company with the center line of the public road leading from Bushkill to Dingmans; thence by land formerly of the Delaware Valley Railway Company (of which this lot was formerly a part) North 5 degrees 40 minutes East 95.37 feet to a stone monument on the southerly side of a 20 foot right of way described in the deed hereinafter recited; thence along the southerly side of said 20 foot right of way North 84 degrees 20 minutes West 114.19 feet to a stone monument; thence by land formerly of the said Delaware Valley Railway Company (of which this lot was formerly a part) South 5 degrees 40 minutes West 95.37 feet to a stone monument; thence along the southerly side of the now abandoned railroad right of way of the said Delaware Valley Railway Company and by land formerly of Samuel G. Peters South 84 degrees 20 minutes East 114.19 feet to the place of beginning. Containing 0.250 of an acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Russell E. Jones, Trustee for Bondholders of Delaware Valley Railway Company, by deed dated September 26, 1941, and recorded on September 26, 1941, in the Office for the Recording of Deeds in and for Pike County, Pennsylvania, in Deed Book 97, page 117.

PARCEL NUMBER EIGHTY-THREE

Holland Junction Substation Site

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Township of Durham, Bucks County, Pennsylvania, bounded and described as follows, to wit:

Beginning at an iron pipe in the Southerly side of the Springtown-Durham Road and the Easterly property line of lands now or formerly of Frank Smith, said pipe being at Northwesterly corner of an iron fence and 11 feet distant from the center line of the said Springtown-Durham Road; thence along the Southerly side of the said Springtown-Durham Road North 72 degrees 10 minutes East 300 feet to an iron pipe, the Northeast corner of an iron fence; thence along property now or formerly of Antol Yambor the following two (2) courses and distances: South 16 degrees 42 minutes East 200 feet to an iron pipe; thence South 72 degrees 10 minutes West 300 feet to an iron pipe in the Easterly boundary line of lands now or formerly of Stephen Chasser; thence along lands now or formerly of said Chasser and Frank Smith North 16 degrees 42 minutes West 200 feet to the iron pipe, the place of beginning.

Being the same premises granted and conveyed unto Pennsylvania Edison Company (to which the Company is successor) by instrument dated January 15, 1923, and recorded on June 14, 1923, in the Office for the Recording of Deeds in and for Bucks County, Pennsylvania, in Deed Book 481, page 174; as supplemented and confirmed by deed from John Nagy and wife to Metropolitan Edison Company dated January 15, 1943, and recorded as aforesaid on January 19, 1943, in Deed Book 726, page 434.

PARCEL NUMBER EIGHTY-FOUR

Bangor Outdoor Substation Site

Tract No. 1.

All that certain tract or parcel of land, with the improvements thereon erected, situate in the Borough of Bangor, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at the northeasterly corner of the turbine room formerly of the Pennsylvania Edison Company; thence along lands formerly of the Bangor Electric Company South 60 degrees East 49 feet to a

monument in line of lands of the Delaware, Lackawanna & Western Railroad Company, said monument being South 26 degrees West 15 feet from a large concrete monument surrounding the stump of a small tree; thence along lands of the said Delaware, Lackawanna & Western Railroad Company and the western side of Martin's Creek South 26 degrees West 63.9 feet to a pin; thence still along the western side of said Martin's Creek South 37 degrees 53 minutes West 77.49 feet to a rail monument in line of lands of the said Delaware, Lackawanna & Western Railroad Company; thence along same North 80 degrees 46 minutes West 40.52 feet to a point; thence along lands formerly of the Bangor Electric Company and along the western face of the turbine room wall North 9 degrees 19 minutes West 98.46 feet to a point; thence through said turbine room and along lands formerly of said Bangor Electric Company South 81 degrees East 46.32 feet to an iron pin along the outside of the building; thence along the outside of the building North 7 degrees 49 minutes East 11 feet to a corner of said turbine room; thence along same South 81 degrees East 5 feet to another corner of said turbine room; thence along same North 7 degrees 49 minutes East 36.90 feet to the place of beginning.

SUBJECT to the right and privilege in the present or any future owner of Joseph Wise's planing mill property to run a pipe through or across the same to Martin's Creek from said planing mill property and the right to maintain the same and to make repairs at any and all times, doing as little damage to the said premises as possible.

BEING Parcel Number Nine in the deed from Pennsylvania Edison Company to Metropolitan Edison Company dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of deeds in and for Northampton County, Pennsylvania, in Deed Book C-59 page 10.

Tract No. 2.

ALL THAT CERTAIN tract or piece of land, with the improvements thereon erected, situate in the Borough of Bangor, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southerly side of a 14 foot wide alley, a corner of the property now or formerly of the Wise Lumber and Coal Company, formerly the school house lot; thence along the southerly side of said 14 foot wide alley S. 83 degrees 20 minutes E. 69.75 feet to an iron pin a corner of lands now or formerly of Howard F. Finkbeiner; thence along same S. 8 degrees 23 minutes W. 25.00 feet to a point; thence still along same S. 83 degrees 00 minutes E. 93.15

feet to a rail monument in the westerly side of Martins Creek in line of lands of the Delaware, Lackawanna & Western Railroad Company; thence along the westerly side of said Martins Creek and lands of said Delaware, Lackawanna & Western Railroad S. 43 degrees 15 minutes W. 92.00 feet to a large concrete monument placed around the stump of a small tree; thence along same S. 26 degrees 00 minutes W. 15.00 feet to a monument, a corner of lands of the Metropolitan Edison Company; thence along lands of the said Metropolitan Edison Company N. 60 degrees 00 minutes W. 49.00 feet to the northeasterly corner of the turbine room formerly of the Pennsylvania Edison Company; thence along the outside of the said turbine room S. 7 degrees 49 minutes W. 36.90 feet to a corner of the building; thence along same N. 81 degrees W. 5.00 feet to a corner of the building; thence along same S. 7 degrees 49 minutes W. 11.00 feet to an iron pin along the outside of the building; thence through said turbine room and along lands of said Metropolitan Edison Company N. 81 degrees 00 minutes W. 46.32 feet to a point on the western face of the turbine room wall; thence along said western face of turbine room wall and lands of said Metropolitan Edison Company S. 9 degrees 19 minutes W. 98.46 feet to a corner in line of lands of the Delaware, Lackawanna & Western Railroad Company; thence along lands of said Delaware, Lackawanna & Western Railroad Company N. 80 degrees 46 minutes W. 13.55 feet to a point; thence along land now or formerly of the said Wise Lumber and Coal Company N. 9 degrees 48 minutes E. 237.88 feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Bangor Electric Company by deed dated April 21, 1931, and recorded on July 23, 1931, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A-63, at page 622.

PARCEL NUMBER EIGHTY-FIVE

WIND GAP OUTDOOR SUBSTATION SITE

Tract No. 1.

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Wind Gap, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a slate monument at the northeasterly corner of West and Third Streets in said Borough, thence (1) northwardly along

the easterly line of Third Street North 17 degrees 30 minutes East 100 feet to a stake in the southerly line of Lot No. 7; thence (2) eastwardly along said line South 72 degrees 30 minutes East 130 feet to a stake in the westerly line of a 16 foot alley; thence (3) southwardly along the westerly line of said alley South 17 degrees 30 minutes West 100 feet to a stake in the northerly line of West Street; thence (4) westwardly along the northerly line of West Street North 72 degrees 30 minutes West 130 feet to the slate monument, the place of beginning. Being Lots Nos. 8 and 9 in Block H, as shown on the Plan of Lots laid out by Pearson & Young, dated November 20, 1906, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A-11, page 726. Containing 0.298 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Charles A. Daniel and Sonia M. Daniel, his wife, by deed dated February 6, 1929, and recorded on February 6, 1929, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A-61, page 199.

Tract No. 2.

ALL THOSE CERTAIN three building lots, with the improvements thereon erected, known as lots Nos. 5, 6 and 7 in Block H, on plan of lots laid out by Pearson and Young for John S. Romig, said plan being recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Map Book entitled "Maps from Deed Books" at page 43, situate in the Borough of Wind Gap, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot No. 4 on the east side of Third Street; thence along said Third Street in a southerly direction 150 feet to a corner of lot No. 8; thence along the north side of said lot No. 8, in an easterly direction, 130 feet to a corner on the west side of a public alley; thence along said public alley, in a northerly direction, 150 feet to a corner of the aforesaid lot No. 4; thence along said lot No. 4, in a westerly direction, 130 feet to the place of beginning.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by William R. Rinehart and Emma L. Rinehart, his wife, by deed dated October 19, 1938, and recorded on October 19, 1938, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A-69, page 351.

PARCEL NUMBER EIGHTY-SIX

Nockamixon Rock Property

All those certain tracts or parcels of land, with the improvements thereon erected, situate in the Township of Nockamixon, Bucks County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1.

Beginning at the River Delaware in a line of land formerly of Michael Fackenthall; thence by the same, South 47 degrees East, 12 perches to the base of the great Nockamixon rock; thence along said rock as follows: South 61 degrees, West, 9 perches; South 75 degrees 45 minutes West, 7.5 perches, South 67 degrees West, 15.8 perches, South 59 degrees 15 minutes West, 27 perches; and thence by the second tract hereafter mentioned and hereby conveyed, North 47 degrees 15 minutes West, 10.5 perches to the said River Delaware; thence down the said river the several courses and distances to the place of beginning. Containing 8 acres of land, more or less.

Tract No. 2.

Running along the upper part of the last described tract to the base of the great rock aforesaid; thence along said rock until it intersects a line formerly by Henry Y. Houpt's land; thence along said line to the River Delaware aforesaid; thence down the said river, to the beginning. Containing by computation 4 acres of land, be the same more or less.

Tract No. 3.

Beginning at a stake North 84 degrees West 20 chains; South 3 degrees West 4 chains; South 75 degrees East 3 chains; South 85 degrees East 4 chains; North 85 degrees East 13 chains 40 links; North 3 degrees, 1 chain 22 links to the place of beginning. Containing 6.5 acres, more or less. Being an island in the River Delaware in Nockamixon Township opposite the mouth of the Gallows Run Creek, and is distinguished by the name of Louchley's Island in Lynn Falls.

Tract No. 4.

(a) Beginning at a stake in the Delaware River; thence South 79 degrees East 6 chains; thence North 60 degrees East 2 chains 70 links; thence North 79 degrees West 6 chains; and thence South 60 degrees

West 2 chains 70 links to the place of beginning. Containing 1 acre of land, be the same more or less. Being an island and distinguished by the name of Saw Mill Island and situate at or near the foot of Lynn's Falls.

(b) BEGINNING at a stake and from thence running South 88 degrees East, 10 chains; thence South 7 degrees West, 3 chains; thence North 78 degrees West, 8 chains 70 links; thence North 44 degrees West, 1 chain 85 links to the place of beginning. Containing 1.9 acres of land, be the same more or less. Being an island commonly called Rush Island, situate in the River Delaware at Lynn's Falls aforesaid.

Tracts No. 1 and No. 2 are subject to the rights of the Delaware Division of the Pennsylvania Canal or its successors in title.

Tracts No. 1, No. 2, No. 3 and No. 4 being Parcel Number Twenty-one in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 13, 1928, in the Office for the Recording of Deeds in and for Bucks County, Pennsylvania, in Deed Book 558, page 1.

PARCEL NUMBER EIGHTY-SEVEN

THE EDISON ILLUMINATING COMPANY OF EASTON LEASEHOLD

ALL of the leasehold right, title and interest of the Company in and to the property and franchises of The Edison Illuminating Company of Easton acquired under and by virtue of a certain indenture of lease dated the first day of February, 1900, between The Edison Illuminating Company of Easton and The Easton Power Company (to which the Company is successor), as lessee, for the term of ninety-nine years from and including the first day of February, 1900, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Miscellaneous Book 36, page 127, as amended and modified by a certain supplemental agreement dated November 1, 1900, between the said parties; as further amended and modified by agreements dated May 24, 1916, and February 1, 1919, between the said The Edison Illuminating Company of Easton and Pennsylvania Utilities Company (to which the Company is also successor), which said agreements are recorded as aforesaid in Miscellaneous Book 60, page 178, and Miscellaneous Book 65, page 404, respectively; to which recorded lease and agreements reference is hereby made for a more complete description of the property and franchises thereby demised and the terms and conditions of said lease.

The above mentioned supplemental agreement dated November 1, 1900, reads as follows:

"THIS AGREEMENT, made this first day of November A.D., 1900, between the Edison Illuminating Company of Easton, hereinafter called the Edison Company, a Corporation duly incorporated under the laws of Pennsylvania, Party of the First Part, and the Easton Power Company, hereinafter called the Power Company, a Corporation also chartered under the laws of the State of Pennsylvania, Party of the Second Part.

WHEREAS, the parties to this agreement entered into a contract, dated the first day of February, A.D. 1900, for the leasing of the Power Plant, property and franchises of the Edison Company to the Power Company for a period of ninety-nine years, upon a rental of Thirty Thousand Dollars, ($30,000), per annum;

AND WHEREAS, from the practical operation of the lease during the period elapsed since its execution, it has appeared that there are some provisions of said lease that should be supplemented in order to clearly express the purpose and intent of the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that the said parties to these presents for and in consideration of the covenants and agreements to be kept and performed by the parties hereto, as enumerated and contained in the said Contract of Leasing dated February First, 1900, that the said parties hereto do covenant and agree each with the other, for themselves and their successors, that the said Contract of Leasing be changed, modified and amended as follows, to wit:

That the Third Paragraph, which reads thus:

'Third: That the said Edison Company shall and will punctually and faithfully pay such charges, taxes, levies, imposts, claims, liens and assessments of any and every kind which during the continuance of the term hereby demised shall in pursuance of any lawful authority be assessed or imposed upon the capital stock or gross earnings of the said Company, or any part thereof, and in addition thereto such taxes, assessments or claims that may be made by any such authority upon the poles or wires now owned by the said Company to the amount of Four Hundred and Fifty-five Dollars and Sixty-two cents ($455.62), and any charges, levies, imposts, claims, liens and assessments of any and every kind during the continuance of the hereby demised term in the excess of and

independent of the same, shall be punctually paid by the said Power Company.

IT IS FURTHER AGREED, that the said Power Company shall and will keep paid and maintain during the term hereby created a line of insurance based upon the proper valuation of the property, and payable to the said Edison Company, upon the machinery, engines, boilers, fixtures and property hereby demised, other than the present buildings included in the said demise, which buildings shall be kept insured at all times during the term at the expense of the said Edison Company, and upon its failure so to do, the said Power Company is authorized to maintain said insurance, and deduct the expense thereof from the annual rental herein reserved', be changed, modified and amended so as to read:

Third: That the said Edison Company shall and will punctually and faithfully pay such charges, taxes, levies, imposts, claims, liens and assessments of any and every kind, which during the continuance of the term hereby demised, shall in pursuance of any lawful authority, be assessed or imposed upon the capital stock or gross earnings of the said Company, or any part thereof, to the said Power Company, which under the law of Pennsylvania it may in the first instance be liable to pay; and upon the failure of the said Edison Company to pay said tax the said Power Company shall be at liberty to default against the rent herein reserved, such amount as may be assessed or imposed upon the capital stock or gross earnings of the said Edison Company, which it shall be legally liable to pay and which has been actually paid, as aforesaid, by the said Power Company. The said Edison Company shall in addition thereto pay such taxes, assessments or claims that may be made by any such authority, upon the poles and wires now owned by the said Company to the amount of Four Hundred and Fifty-five and Sixty-two One-hundredth Dollars, ($455.62), and any charges, levies, imposts, claims, liens and assessments of any and every kind during the continuance of the hereby demised term in excess of or independent of the same, shall be punctually paid by the said Power Company.

IT IS FUTHER AGREED, that the said Power Company shall and will keep and maintain during the term hereby created, a line of insurance based upon the proper valuation of the property and payable to the said Edison Company, upon the machinery, engines, boilers, fixtures and property hereby demised, other than the

present buildings included in the said demise, which buildings shall be kept insured at all times during the term at the expense of the said Edison Company, and upon its failure so to do, the said Power Company is authorized to maintain said insurance and deduct the expense thereof from the annual rental herein reserved.

The said Edison Company in the event of loss by fire and the payment to it of any sum under the above mentioned policies of insurance, shall forthwith apply the monies derived from the insurance of the property to the rebuilding and re-equipment of the plant, and in case of total loss or in case of partial loss, to the restoring and repairing the plant with new and improved machinery in as far as the sum realized from the insurance will suffice to make such restoration. In all cases of rebuilding and re-equiping the plant, or such portions as may have been destroyed, by fire, during the continuance of the term hereby demised, the plans, specifications and estimates for so doing shall be submitted within thirty (30) days for the approval to the said Power Company, before such work is done, which approval shall not be unreasonably withheld. In the event of failure of the two companies to agree upon such plans, specifications and estimates the same shall be submitted at once, to three (3) persons, one to be chosen by each party to this agreement and the third person to be chosen by the two persons so chosen by the parties to this agreement, whose judgment shall be final and conclusive, upon both parties.

That paragraph Fifth of this Lease, which reads as follows:—

'The said Power Company shall have the right, upon the consent so to do in writing having first been obtained of the said Edison Company, which consent shall not be unreasonably withheld, to remove machinery or other materials from the present Power Station hereby demised, all such property so removed, however, shall remain the property of the Edison Company, unless the same be sold with the consent aforesaid, when the proceeds of such sale shall be paid to the said Edison Company', be amended so as to read:—

Fifth: The said Power Company shall have the right upon the consent so to do in writing, having first been obtained of the said Edison Company, which consent shall not be unreasonably withheld, to remove machinery or other materials from the present Power Station hereby demised, and all such property so removed, however, shall remain the property of the said Edison Company,

unless the same be sold with the consent aforesaid, when the proceeds of such sale shall be paid to the said Edison Company, and an allowance of five per centum per annum, upon the amount of such proceeds shall be deducted from the annual rental herein mentioned.

IN WITNESS WHEREOF, the said parties hereto have caused their corporate seals duly attested, to be hereto affixed, the day and year aforesaid.

EDISON ILLUMINATING COMPANY,
OF EASTON, PENNSYLVANIA,

By WILLIAM A. STERN,
President.

(SEAL)

Attest:

E. B. MALTBY,
Secretary.

EASTON POWER COMPANY,

By ARTHUR E. CHILDS,
President.

(SEAL)

Attest:

ALFRED CLARKE,
Ass't Sec.".

UNDER AND SUBJECT nevertheless to the right of The Edison Illuminating Company of Easton, its successors and assigns, to recover and receive payment for any damages resulting from any failure of the Company to pay the rent reserved under the aforesaid lease, as amended and modified, according to its terms, or resulting from any default of the Company in the performance of any of the other covenants thereof, from the proceeds of any judicial or other sale of the whole of Parcel Number Sixty-seven, Tract No. 1 of Parcel Number Sixty-nine, as well as any other plant, property or property rights formerly owned by said The Easton Power Company and subjected to the lien of this Indenture, either by specific description or in general terms or otherwise, and any additions, extensions, betterments and improvements thereto made by the Company or its predecessors in title,

prior to the application of any such proceeds to the payment of any bonds secured under this Indenture; with the express understanding that this Indenture is subject to the other provisions of the aforesaid lease, as amended and modified, with respect to the rights of priority and other rights therein reserved to The Edison Illuminating Company of Easton, its successors and assigns; and UNDER AND SUBJECT to the continuing lien of The Edison Illuminating Company of Easton, its successors and assigns during the entire term of the aforesaid lease for any rent due thereunder at any time in arrears and for damages for the breach of any covenant thereof, prior to the lien of this Indenture against the said plant and property formerly owned by The Easton Power Company and any additions, extensions, betterments and improvements thereto made by the Company or its predecessors in title, with the understanding that no suit for rent in arrears or for damages for any breach of any covenant of the said lease shall discharge or affect the said lien or the right of The Edison Illuminating Company of Easton, its successors and assigns, to sue for and recover from time to time any rent in arrears or damages for the breach of any covenant in the said lease, which said lien has been adjudicated and defined by an amended decree of the Court of Common Pleas of Northampton County, Pennsylvania, entered June 8, 1914, in a cause then pending in said Court between The Edison Illuminating Company of Easton and Easton Pennsylvania Power Company, et al. (Equity—February Term, 1913, No. 4), and is further defined in the aforesaid agreement of May 24, 1916.

SECOND.

Also all power houses, plants, buildings, distributing stations, substations, transforming stations and other structures for or used for or intended for use in connection with the manufacture, generation, transmission or furnishing of electricity or steam, and the machinery, fixtures, fittings and equipment thereof or appurtenant thereto, including, without limiting the generality of the foregoing, all dynamos, engines, turbines, boilers, pumps, generators, transformers, converters, regulators, exciters, meters, shafting and belting and all other apparatus and appliances for generating or producing electricity or steam, which are owned by the Company on the date of the execution hereof or (subject to the provisions of Article XIII hereof) which may be hereafter acquired by it.

THIRD.

Also all transmission and distribution lines and systems, whether underground, surface or overhead, for or used for or intended for use in connection with the transmission and distribution of electricity or steam, and the conduits, mains, pipes, poles, cross arms, insulators, transformers, cables, wires, meters, fixtures, tools, supplies and all other apparatus and appliances connected therewith or appurtenant thereto, which are owned by the Company on the date of the execution hereof or (subject to the provisions of Article XIII hereof) which may be hereafter acquired by it.

FOURTH.

Also all water and water rights, water power and flowage rights and all dams, locks, pumps, reservoirs, aqueducts, canals, flumes, raceways, water wheels, head gates, tail races and all the apparatus and appliances connected therewith or appurtenant thereto (except such as may be appurtenant to the real estate hereinafter described as held for resale and not used or useful in the public utility business of the Company) which are owned by the Company on the date of the execution hereof or (subject to the provisions of Article XIII hereof) which may be hereafter acquired by it.

FIFTH.

Also all franchises, immunities, privileges, permits, licenses, easements and rights of way authorizing, permitting or facilitating the erection, maintenance or operation upon, over or under any streets, avenues, highways, alleys, lanes, walks, parks and other public places in any county, city, town, township or village, or upon, over or under any private property of poles, wires, conduits, mains, pipes or other structures or apparatus for the transmission or distribution of electricity or steam or otherwise relating to the business of producing, transmitting and distributing electricity or steam, which are owned by the Company on the date of the execution hereof or (subject to the provisions of Article XIII hereof) which may be hereafter acquired by it.

General Subject Clauses

Subject, However, to the exceptions and reservations and matters hereinabove recited; to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of the mortgaged property; to such

servitudes, easements, rights and privileges in, over, on or through said properties as have been granted by the Company to other persons prior to the date of recording of this Indenture; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels, including particularly, without thereby in anywise limiting the same, the Delaware, Schuylkill and Susquehanna Rivers; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said parcels or on or in the streets, roads or highways abutting thereon as the same may now be located; to the terms of unrecorded leases given by the Company affecting any of said parcels; and to any easements visible on the ground but not evidenced by recorded agreements or grants;

SUBJECT ALSO, as to all the property hereinabove described, to the lien of the mortgage referred to in Section 5.01 hereof;

SUBJECT ALSO, as to Parcel Number Fifty, Parcel Number Fifty-one, Tracts No. 1 and No. 2 of Parcel Number Fifty-five, and Parcel Number Fifty-seven, as well as all other property and franchises formerly owned by York Haven Water & Power Company and subjected to the lien of this Indenture, either by specific description or in general terms, or otherwise, as well as the additions and betterments and the accessions thereto since December 1, 1926, the date the Company acquired the property and franchises of said York Haven Water & Power Company, to the prior lien of a certain mortgage dated June 1, 1901, given by York Haven Water & Power Company to The Land Title and Trust Company, of Philadelphia (now Land Title Bank and Trust Company), as Trustee, and recorded in the Offices for the Recording of Deeds in and for the counties hereinafter named, as follows: (a) York County, Pennsylvania—Mortgage Book 4-H, page 151; (b) Dauphin County, Pennsylvania—Mortgage Book L-11, page 1; (c) Lancaster County, Pennsylvania—Mortgage Book Volume 161, page 4; as supplemented by an Indenture dated August 25, 1926, and recorded as aforesaid in Dauphin County, Pennsylvania, in Mortgage Book Volume I-17, page 7, and such of the above designated property as is included, or may be hereafter required to be included, in the Company's pending applica-

tions to The Federal Power Commission for a license under the Federal Power Act to maintain and operate the same is subject to such defect as may exist in the Company's right to maintain and operate the same as against the Federal Government or any agency thereof pending the perfecting of such license application.

EXCEPTED PROPERTY

I.

Gas Properties

Expressly Excepting and Excluding, however, from this Indenture and from the lien and operation hereof all the existing gas properties of the Company (except to the extent that any thereof may hereinabove be specifically described and except any thereof which may hereafter be expressly subjected to the lien of this Indenture by supplemental indenture) consisting of the land hereinafter described and all structures, buildings, mains, services, meters, machinery, appliances and equipment now or hereafter forming a part of and used in the construction, maintenance and operation of said existing gas properties, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses and consents for or relating to the construction, maintenance or operation of said existing gas properties; provided that any equipment appertaining to the electric and steam heat plants or systems of the Company now or hereafter located on any of the existing gas properties shall not, by reason of the exception and exclusion of the said gas properties, be deemed to be excepted or excluded from the lien and operation of this Indenture; the land referred to above in this paragraph being more particularly described as follows:

A.

Easton Gas Plant Site

Tract No. 1.

All that certain tract or parcel of land situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a stake at the intersection of the eastern building line of North Green Street and the Bushkill Creek; thence easterly along said Bushkill Creek to a stake on the western building line of North Front Street; thence along said building line of North Front

Street South 1 degree 20 minutes East, 248 feet, more or less, to an iron pin along the property formerly of Fred M. Baty, now of Metropolitan Edison Company, said pin being 172.6 feet northerly from the northwest building corner of Front and Bushkill Streets; thence along said property formerly of Fred M. Baty, now of Metropolitan Edison Company, the two following courses and distances: South 88 degrees 40 minutes West, 51 feet to an iron pin, and South 1 degree 38 minutes East, 56.2 feet to an iron pin along property now or formerly of Senderowitz and Channock; thence along said property now or formerly of Senderowitz and Channock the following courses and distances: South 88 degrees 22 minutes West, 7.1 feet to a stake; South 15 degrees 47 minutes West, 24.6 feet to a stake; South 72 degrees 12 minutes West, 18.5 feet to a stake; South 76 degrees 56 minutes West, 16 feet to a stake; North 84 degrees 28 minutes West, 15 feet to a stake; North 64 degrees West, 18.3 feet to a stake; and North 51 degrees 51 minutes West, 15.2 feet to a stake along the property now or formerly of Samuel Ealer; thence along said property now or formerly of Samuel Ealer North 75 degrees 17 minutes West, 10.8 feet to a stake; thence still along said property now or formerly of Samuel Ealer and property formerly of Dorothy Koons Fretz, now of Metropolitan Edison Company, North 1 degree 49 minutes West, 52.2 feet to a stake; thence still along said property formerly of Dorothy Koons Fretz, now of Metropolitan Edison Company, South 88 degrees 11 minutes West, 18 feet to a stake in the easterly boundary line of Tract No. 2 hereinafter described; thence along said easterly boundary line North 1 degree 49 minutes West, 45.1 feet to a stake and thence along the northerly boundary line of said Tract No. 2 South 88 degrees 11 minutes West, 62.4 feet to a stake along the aforementioned eastern building line of North Green Street, said point being 204.3 feet from the northeastern building corner of North Green Street and Bushkill Street; thence along said building line of North Green Street North 1 degree 49 minutes West, 187 feet, more or less, to the place of beginning.

Tract No. 2.

ALL THAT CERTAIN tract or parcel of land situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of North Green Street 160 feet northerly from Bushkill Street, running thence northerly and parallel with North Green Street 44¼ feet to an alley; thence easterly

and parallel with Bushkill Street 68½ feet; thence southerly and again parallel with North Green Street 44¼ feet; thence westerly and parallel with Bushkill Street, 68½ feet to the point or place of beginning.

Tracts No. 1 and No. 2 being Parcel Number One in the deed from Easton Gas Works to Metropolitan Edison Company, dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E-61, page 308.

Tract No. 3.

ALL THAT CERTAIN tract or parcel of land situate in the City of Easton, Northampton County, Pennsylvania, known as Nos. 212 and 214 North Front Street, bounded and described as follows, to wit:

BEGINNING at a point in the westerly building line of North Front Street, said point being 94.2 feet north of the northwest corner of Front and Bushkill Streets; thence along the said building line of North Front Street North 1 degree West 78.3 feet to a point in line of other lands of Metropolitan Edison Company; thence along said other lands of Metropolitan Edison Company the following four courses and distances, to wit: South 89 degrees West 51 feet to a point; South 1 degree East 56.2 feet to a point; South 89 degrees West 7.1 feet to a point; South 22 degrees 52 minutes West 24.17 feet to a point; thence by land now or formerly of Rose Senderowitz North 89 degrees East 67.87 feet to the point, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Fred M. Baty and Nellie Baty, his wife, by deed dated March 31, 1944, and recorded on April 5, 1944, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book F, No. 75, page 44.

Tract No. 4.

ALL THAT CERTAIN tract or parcel of land situate in the City of Easton, Northampton County, Pennsylvania, known as No. 219 North Green Street and situate on the east side of Green Street, between Bushkill Street and Bushkill Creek and containing in front on said Green Street fourteen (14) feet and extending of that width easterly between parallel lines eighty (80) feet to property of Metropolitan Edison Company. Bounded Northerly by lands formerly of Fred Morber, now of Metropolitan Edison Company; Easterly by other lands of Metropolitan Edison Company; Southerly by lands now or formerly of Benjamin F. Messinger; and Westerly by Green Street aforesaid.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Dorothy Koons Fretz and Elmer Fretz, her husband, by deed dated June 6, 1944, and recorded on June 6, 1944, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E, No. 75, page 247.

Tract No. 5

ALL THAT CERTAIN tract or parcel of land situate in the City of Easton, Northampton County, Pennsylvania, known as No. 221 North Green Street and situate on the East Side of Green Street, between Bushkill Street and Bushkill Creek and containing in front on said Green Street fourteen (14) feet and extending of that width Easterly between parallel lines eighty (80) feet to other property of Metropolitan Edison Company. Bounded Northerly and Easterly by other lands of Metropolitan Edison Company; Southerly by lands formerly of Laura Mount, now Metropolitan Edison Company; and Westerly by Green Street aforesaid.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Fred C. Morber and Martha A. Morber, his wife, by deed dated August 7, 1944, and recorded on August 7, 1944, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D-75, page 434.

B.

SOUTH EASTON GAS HOLDER SITE

ALL THAT CERTAIN tract or parcel of land situate on the South side of Mauch Chunk Street, in the City of Easton (formerly Borough of South Easton), Northampton County, Pennsylvania, numbered 59 on plan of Town Lots of The Lehigh Coal and Navigation Company, containing in front or breadth on said Mauch Chunk Street 40 feet and extending of that width Southwardly between parallel lines at right angles to said Mauch Chunk Street 140 feet to Church Alley. Bounded Northwardly by said Mauch Chunk Street, Eastwardly by Coal Street, Southwardly by said Church Alley, and Westwardly by lot numbered 57.

BEING Parcel Number Four in the deed from Easton Gas Works to Metropolitan Edison Company, dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E, Volume 61, page 308.

C.

PEN ARGYL GAS PLANT SITE

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Pen Argyl, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lands now or formerly of The Pen Argyl Gas Company and the Lehigh & New England Railroad Company (an iron pin); thence along land of the Lehigh & New England Railroad Company North 68 degrees East, 210 feet to a corner (an iron pipe); thence through lands now or formerly of The Pen Argyl Gas Company South 20 degrees 40 minutes East, 100 feet to a corner (an iron pipe); thence still through lands now or formerly of The Pen Argyl Gas Company South 79 degrees 30 minutes West, 220 feet to a corner (an iron pipe) in line of lands now or formerly of The Pen Argyl Gas Company; thence along lands now or formerly of The Pen Argyl Gas Company North 14 degrees West, 56¼ feet to the place of beginning. Containing .39 acre.

EXCEPTING, however, from the land above described, that certain piece or parcel of land containing 485 square feet heretofore conveyed by The Pen Argyl Gas Company to Lehigh & New England Railroad Company by deed dated March 13, 1911, and recorded in Northampton County, Pennsylvania, in Deed Book D-39, page 422.

BEING Parcel Number Two in the deed from Easton Gas Works to Metropolitan Edison Company, dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E-61, page 308.

D.

WEST EASTON GAS HOLDER AND STORAGE SITE

ALL THAT CERTAIN tract or parcel of land situate partly in the City of Easton and partly in the Borough of West Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake in the division line between land now or formerly of the Lehigh Coal & Navigation Company and lands now or formerly of Abram Nesbitt (widower), said stake being in the center of a 20 foot wide street, called Raspberry Street, and distant on a course of South 66 degrees 40 minutes West 10.29 feet from an old existing

stone monument in the easterly line of Raspberry Street; from thence running (1) along the land now or formerly of said Lehigh Coal & Navigation Company, South 66 degrees 40 minutes West 167.71 feet; thence along land now or formerly of the Baker & Adamson Chemical Company the following courses and distances: (2) South 55 degrees 10 minutes West 47 feet; (3) South 50 degrees 15 minutes West 44 feet; (4) South 43 degrees 19 minutes West 25.34 feet; (5) South 34 degrees 6 minutes West 77.09 feet; (6) due South 57 feet; (7) due West 21.1 feet; thence due South along lands now or formerly of the Baker & Adamson Chemical Company 55.98 feet; thence North 80 degrees 18 minutes East 357.05 feet to a stake in the center line of said Raspberry Street; thence along the center line of Raspberry Street North 9 degrees 42 minutes West 260.21 feet to the point, the place of beginning.

BEING a portion of Tracts No. 1 and No. 2 of Parcel Number Three in the deed from Easton Gas Works to Metropolitan Edison Company, dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E-61, page 308.

E.

NAZARETH OFFICE AND STOREHOUSE PROPERTY.

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Nazareth, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the northerly line of Mulberry Alley, said point being 180 feet, measured along said northerly line of Mulberry Alley, eastwardly from the easterly building line of Main Street, and being the southeasterly corner of other lands of Metropolitan Edison Company; thence along said other lands of Metropolitan Edison Company northerly on a line parallel to said Main Street 70 feet to a corner, the northeasterly corner of other property of Metropolitan Edison Company, said corner being 180 feet, measured along the northerly property line of said Metropolitan Edison Company, eastwardly from the easterly building line of Main Street; thence easterly on a line parallel to said Mulberry Alley 40 feet to a monument; thence southerly on a line parallel to said Main Street 70 feet to a monument in the said northerly line of Mulberry Alley; thence along the said northerly line of Mulberry Alley 40 feet to the place of beginning. Said tract or parcel of land being bounded easterly by land of

Nazareth Steel Fabricators Company, southerly by Mulberry Alley, westerly by other lands of Metropolitan Edison Company, and Northerly by the lands of Delaware, Lackawanna and Western Railroad Company. Containing .064 acres.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by Interurban Gas Company, by deed dated December 27, 1929, and recorded on February 13, 1930, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book G, Volume 61, page 236.

F.

HAMBURG GAS PLANT SITE

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Hamburg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the middle of Peach Alley with the southerly building line of Windsor Street; thence South 12 degrees East along the center line of Peach Alley a distance of 84 feet to a point; thence South 78 degrees West 104.96 feet, more or less, to the western boundary line of other property of Metropolitan Edison Company; thence along said boundary line North 22.09 degrees West 85.35 feet to a monument on the southerly building line of Windsor Street; thence North 78 degrees East 120 feet, more or less, to the center line of Peach Alley, the place of beginning.

BEING a part of Tract No. 1 of Parcel Number One in the deed from Hamburg Gas and Electric Company to Metropolitan Edison Company, dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 673, page 97.

G.

ELIZABETHTOWN GAS PLANT SITE.
Tract No. 1.

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Elizabethtown (formerly West Donegal Township), Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, 232 feet South of West High Street, at a point, a corner of land now or formerly of J. A. Ulrich and Louisa L.

Ulrich, his wife, and the old line of the Pennsylvania Railroad; thence extending along other lands now or formerly of J. A. Ulrich and Louisa L. Ulrich, his wife, Westwardly 85 feet, more or less, to the East side of Bernice Avenue; thence extending along the East side of said Bernice Avenue, Southwardly 140 feet to a 14 feet wide alley; thence extending along the said alley, laid out but not yet opened, 75 feet, more or less, to the Pennsylvania Railroad Company's property; thence extending along the same, 140 feet, more or less, to the place of beginning. Being composed of Lots Nos. 17, 16, 15 and half of No. 14 on the plan of lots laid out by David S. Witmer and filed in the Recorder's Office at Lancaster, Pa., in Plan Book, Page 48.

BEING Parcel Number One in the deed from The Marietta and Elizabethtown Gas Company to Metropolitan Edison Company, dated October 18, 1930, and recorded on December 1, 1930, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book G, Volume 30, page 367.

Tract No. 2.

ALL THOSE four adjoining lots of land situate on the Southwest side of Bernice Avenue Southeast of said West High Street in the Borough of Elizabethtown, Lancaster County, Pennsylvania, and designated as lots Nos. 11, 12, 13 and 14 on the Plan of Lots laid out by George B. Willson and Dr. A. C. Treichler, July 15, 1913, and recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Plan Book No. 1, page 18, bounded and described together as follows, to wit:

BEGINNING at the Northwest corner thereof at the intersection of a 14 foot wide common alley and Bernice Avenue; thence extending South 33 degrees 20 minutes East along the West side of Bernice Avenue 160 feet; thence extending South 56 degrees 40 minutes West 3.44 feet to an intersecting 14 foot wide common alley; thence extending along said alley North 70 degrees 24 minutes West 160.14 feet to the first mentioned 14 foot wide alley; and thence extending along said 14 foot wide common alley North 24 degrees 52 minutes East 18.24 feet to a bend in said alley and North 42 degrees 43 minutes East 88 feet to the corner, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Francis A. Senseman and Daisy T. Senseman, his wife, by deed dated January 6, 1931, and recorded on January 6, 1931,

in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book K-30, page 4.

Tract No. 3.

ALL THOSE two small tracts or purparts of land situate in the Addition to the Borough of Elizabethtown, Lancaster County, Pennsylvania, and designated, respectively, Purpart No. 1 as Lots 31 and 32 and Purpart No. 2 as Lots 15, 16, 17, 18 and 19 on the Plan of Lots laid out by George B. Willson and A. C. Treichler, July 15, 1913, and recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Plan Book No. 1, page 71, bounded and described as follows, to wit:

PURPART No. 1, consisting of the two adjoining Lots Nos. 31 and 32 on the above mentioned plan, situate on the North side of Willson Avenue, East of High Street, in said Borough of Elizabethtown and

BEGINNING at a stone the Southeast corner of Lot No. 32 and a corner of land now or formerly of E. H. Gish; thence extending along the Northern line of said Willson Avenue, North 70 degrees 24 minutes West, 62 feet to a point, the Southwest corner of said Lot No. 31, being the Southeast corner of the adjoining Lot No. 30; thence extending along the Eastern boundary line of said Lot No. 30, North 19 degrees 36 minutes East 101.65 feet to a point on the South side of a 14 feet wide common alley, the Northwest corner of said Lot No. 31, being also the Northeast corner of said adjoining Lot No. 30; thence extending along the South side of said 14 feet wide common alley, South 56 degrees 30 minutes East, 63.86 feet to a point in the boundary line of property now or formerly of E. H. Gish; thence extending by property now or formerly of E. H. Gish, South 19 degrees 36 minutes West, 86.31 feet to the stone the place of beginning.

PURPART No. 2, being composed of Lots Nos. 15, 16, 17, 18 and 19, being situated on the North side of Bernice Avenue, East of said High Street, in said Borough of Elizabethtown and also an extension of said Bernice Avenue, being the 14 feet wide common alley above mentioned, lying in the rear of Purpart No. 1,

BEGINNING at a stone, the Southwest corner of said purpart and the Southwest corner of Lot No. 15 and a corner of land formerly of The Marietta and Elizabethtown Gas Company; thence extending by said land formerly of The Marietta and Elizabethtown Gas Company North

57 degrees 34 minutes East, 74.35 feet to a stone, a corner of land of the Pennsylvania Railroad Company; thence extending along land of the Pennsylvania Railroad Company South 36 degrees 18 minutes East, 166 feet to the Northeast corner of said Purpart No. 2, being also the point of the intersection of the extension of the aforesaid 14 feet wide alley with land of the Pennsylvania Railroad Company, as shown on said Plan; thence extending by the extension of said 14 feet wide common alley, South 53 degrees 42 minutes, West 24.95 feet to a corner in said alley, the Southeast corner of said Purpart No. 2; thence extending along the Northern side of the aforesaid 14 feet wide common alley, North 56 degrees 30 minutes West, 147.47 feet to an angle at the point where Bernice Avenue extends into the aforesaid 14 feet wide common alley; and thence extending along the North side of said Bernice Avenue, North 33 degrees 20 minutes West, 32.62 feet to the stone, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John E. Snyder and Minnie E. Snyder, his wife, by deed dated June 17th, 1931, and recorded on June 18, 1931, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book N, Volume 30, page 493.

Tract No. 4.

ALL THAT CERTAIN lot or piece of land situate in the Borough of Elizabethtown, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Southwesterly right of way line of the Pennsylvania Railroad Company siding to freight station, 205.985 feet measured Southeastwardly along said Pennsylvania Railroad right of way line from the Southern curb line of High Street; thence Southeastwardly along the said Pennsylvania Railroad right of way line 34.015 feet to a monument, a corner of other lands of Metropolitan Edison Company, formerly of The Marietta and Elizabethtown Gas Company, said monument being approximately 240 feet along said line Southeastwardly from said South curb line of High Street; thence Southwestwardly along other lands of Metropolitan Edison Company, formerly of The Marietta and Elizabethtown Gas Company, 85.3 feet to a monument in the Northeastern line of Bernice Avenue; thence along the said line of Bernice Avenue Northwestwardly 34.011 feet to a point 188 feet, more or less, Southeast from the Southern curb line of said High Street along said Bernice Avenue, being corner of other lands

of Metropolitan Edison Company; thence along said other lands of Metropolitan Edison Company Northeastwardly 87.17 feet to the place of beginning.

BEING one-half of Lot No. 14 and including a 14 feet wide alley as laid out on Plan of Lots of David Z. Witmer, recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, on Plan Display Rack 25.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by James L. Ulrich, individually, and Fannie C. Ulrich, his wife, Josephine S. Ulrich, widow of J. Sylvester Ulrich, deceased, and James L. Ulrich, Guardian of Mary Louise Ulrich, Robert P. Ulrich, Helen E. Ulrich, Donald F. Ulrich, Sylvester Ulrich, Jr., and George E. Ulrich, minor children of J. Sylvester Ulrich, deceased, by deed dated September 1, 1931, and recorded as aforesaid on September 11, 1931, in Deed Book O, No. 30, page 496.

Tract No. 5.

ALSO all the estate, right, title and interest whatsoever of Metropolitan Edison Company in and to

A. ALL THAT CERTAIN strip or piece of land situate in the Borough of Elizabethtown, Lancaster County, Pennsylvania, being part of a 30 feet wide street, more particularly known as Bernice Avenue, as set forth and shown on the plan of George B. Willson and A. C. Treichler, which said plan is recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Plan Case No. 1, page 18; and being bounded and described as follows, to wit:

BEGINNING at a point on the Northeasterly side of the said Bernice Avenue at the distance of 180 feet, more or less, measured southeastwardly along the said northeast side of Bernice Avenue from the southeasterly side of West High Street; thence along the said northeasterly side of Bernice Avenue in a southeastwardly direction 205 feet, more or less, to a point in the southwesterly line of Lot No. 15 on said plan, said point being the intersection of the said northeasterly side of Bernice Avenue with the northeasterly side of a 14 feet wide alley; thence along the said northeasterly side of said alley in a northwesterly direction crossing the said Bernice Avenue to a point of intersection of the said northeasterly side of said alley with the southeasterly corner of Lot No. 14 on said plan; thence along the said Lot No. 14 North 56 degrees 40 minutes East the distance of 3.44 feet to

a point of intersection of the said Lot No. 14 with the southwesterly side of Bernice Avenue; thence along the said southwesterly side of Bernice Avenue in a northwesterly direction 160 feet to a point, said point being the intersection of the southwesterly side of Bernice Avenue with the southeasterly side of another 14 feet wide alley, and said point also being the most northerly corner of Lot No. 11 on said plan; thence northeastwardly across Bernice Avenue to the place of beginning.

B. ALL THAT CERTAIN strip or piece of land situate in the said Borough of Elizabethtown, Lancaster County, Pennsylvania, being a 14 feet wide alley, as shown and set forth on the draft made for D. Z. Witmer, which said draft is recorded in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Plan Case No. 1, page 25, and being bounded and described as follows, to wit:

BEGINNING at a point on the northeasterly side of Bernice Avenue at the distance of 354 feet, more or less, measured in a southeasterly direction from the southeasterly side of West High Street, said point being also in the southeasterly line of Lot No. 17 on the said plan; thence measured along the said Lot No. 17 in a northeasterly direction 75 feet, more or less, to lands now or formerly of the Pennsylvania Railroad Company; thence along the said lands now or formerly of the Pennsylvania Railroad Company in a southeasterly direction 14 feet to a point in the northwesterly line of Lot No. 18; thence along the said Lot No. 18 in a southwesterly direction 75 feet, more or less, to a point on the northeasterly side of the aforesaid Bernice Avenue; thence measured in a northwesterly direction along the said side of Bernice Avenue a distance of 14 feet to the first mentioned point and place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Francis A. Senseman, et al., by deed dated June 18, 1931, and recorded on June 30, 1931, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book K, Vol. 30, page 355.

H.

MARIETTA GAS HOLDER SITE

ALL THAT CERTAIN tract or parcel of land situate at the Northeast corner of Prospect Alley and Cherry Alley, in the Borough of Marietta,

Lancaster County, Pennsylvania, bounded and described as follows, to wit:

On the North and East by land now or formerly of Henry S. Rich; on the South by Prospect Alley, and on the West by Cherry Alley. Containing 50 feet on Cherry Alley and extending in depth of that width, 100 feet along Prospect Alley.

BEING Parcel Number Two in the deed from The Marietta and Elizabethtown Gas Company to Metropolitan Edison Company, dated October 18, 1930 and recorded on December 1, 1930, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book G, Volume 30, page 367.

II

PROPERTY HELD FOR RESALE

ALSO expressly EXCEPTING and EXCLUDING from this Indenture and from the lien and operation hereof, the following described real estate of the Company (except to the extent that any thereof may hereafter be expressly subjected to the lien of this Indenture by supplemental indenture), which is held for resale and is not used or useful in the public utility business of the Company, to wit:

A.

ALL THAT CERTAIN piece or parcel of land situate partly in the City of Reading, and partly in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad monument a corner formed by the intersection of the eastern right of way line of the Reading Belt Railroad and the center line of a private lane leading from Pottsville Pike to River Road, said center line being the southern boundary of lands now or formerly of Amos Hartman Estate; thence along said center line of lands now or formerly of said Amos Hartman Estate N. 71° 27′ E. 563.77 feet to a monument along the western right of way line of the Pennsylvania Schuylkill Valley Railroad; thence along said western right of way of the Pennsylvania Schuylkill Valley Railroad the following courses and distances: (1) S. 10° 58½′ W. 743.50′ to a monument; (2) S. 14° 47½′ W. 601.10′ to a monument; (3) S. 10° 58½′ W. 374.50′ to a monument; and (4) S. 71° 08½′ W. 27.72′ to a monument a corner of land now or formerly of John Slafkowsky; thence along said land now or formerly of John Slafkowsky S. 51° 53′ W. 84.14′ to

a monument a corner of lands now or formerly of Fitz Daniel Ermentrout; thence along said land now or formerly of Fitz Daniel Ermentrout and 110′ from and parallel with the northern building line of River Road N. 42° 50′ W. 178.36′ to a cross on a rock; thence still along said land now or formerly of Fitz Daniel Ermentrout S. 43° 35′ W. 110.01′ to a monument on said northern building line of River Road; thence along said River Road N. 42° 50′ W. 30′ to a point a corner of other lands now or formerly of Fitz Daniel Ermentrout; thence along said Fitz Daniel Ermentrout property N. 43° 35′ E. 110.01′ to a monument; thence still along property now or formerly of said Fitz Daniel Ermentrout 110′ from and parallel to said northern building line of River Road N. 42° 50′ W. 38.16′ to a monument; thence still along land now or formerly of Fitz Daniel Ermentrout and land now or formerly of D. Calpino S. 71° 14½′ W. 120.48′ to a monument on aforementioned northern building line of River Road; thence along said River Road N. 42° 50′ W. 647.81′ to a monument on the aforementioned eastern right of way line of the Reading Belt Railroad; thence along said eastern right of way line of the Reading Belt Railroad N. 33° 55′ E. 943.55′ to a monument and N. 38° 15′ E. 203.67′ to place of beginning. Containing 24.71 acres.

BEING Tract No. 1 in the deed from George F. Eisenbrown, Andrew J. Levengood and Frederick A. Marx, individually and as Trustees for Reading Lodge of Perfection, Ancient Accepted Scottish Rite of Free Masons, and Rosa Eisenbrown,Elizabeth S. Levengood and Rebecca H. Marx, their respective wives, to Metropolitan Edison Company, dated February 18, 1927, and recorded on February 24, 1927, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 652, page 65, and including all rights, privileges and easements described or referred to in said deed; subject, however, to all exceptions or reservations in said deed contained.

B.

ALL THAT CERTAIN lot or piece of ground, situate partly in the City of Reading and partly in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad monument along the eastern right of way line of the Reading Belt Railroad, and being the northwest corner of property now or formerly of Metropolitan Edison Company, known as the Muhlenberg Storehouse property; thence along said eastern right of way line of the Reading Belt Railroad the following courses and

distances: North thirty-eight (38) degrees fifteen (15) minutes East five hundred fifty-four and twenty-one hundredths (554.20) feet to a monument; South fifty-one (51) degrees forty-five (45) minutes East ten (10) feet to a monument; North thirty-eight (38) degrees fifteen (15) minutes East two hundred ninety-four and fifty-seven one hundredths (294.57) feet to a monument, along a private lane, property now or formerly of Edward R. Hartman; thence along said private lane and property now or formerly of Edward R. Hartman South eight (8) degrees thirty-one (31) minutes East seventy-four and fifty-six one-hundredths (74.56) feet to a monument and South seventy-nine (79) degrees fifty-five minutes East twenty-three and forty-one hundredths (23.40) feet to a monument along the western right of way line of the Pennsylvania Schuylkill Valley Railroad; thence along said western right of way line of Pennsylvania Schuylkill Valley Railroad South four (4) degrees forty-six and one-half (46½) minutes West four hundred three and fifty-one hundredths (403.50) feet to a monument, said monument being the northeast corner of aforementioned property now or formerly of Metropolitan Edison Company; thence along said property now or formerly of Metropolitan Edison Company South seventy-one (71) degrees twenty-seven (27) minutes West five hundred sixty-three and seventy-seven one-hundredths (563.77) feet to place of beginning. Containing three and fourteen one-hundredths (3.14) acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Edward R. Hartman and Annie L. Hartman, his wife, by deed dated November 4, 1927, and recorded on November 4, 1927, in the Office for Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 658, page 303.

C.

ALL THOSE TWO CERTAIN adjoining tracts or parcels of land situate in the Township of Bethel, Berks County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1.

BEGINNING at a tree on the eastern side of Mill Creek; thence along lands now or formerly of Frank Taylor, Trustee, South 81 degrees west about 13 perches to a stone corner; thence along lands now or formerly of Morris C. Bordner, from which this tract was taken, due North 190 perches to a stake corner; thence North 81 degrees East 13 perches to a stone corner; thence along lands now or formerly of Tho. L. Bordner, in a southern direction, 190 perches to the place of beginning. Containing 14¼ acres, more or less.

Tract No. 2.

BEGINNING at a stone corner, thence along lands now or formerly of Wm. Stupp North 2½ degrees East 46 perches to a chestnut tree; thence along lands now or formerly of Daniel R. Kline North 64½ degrees West 11.3 perches to a maple tree; thence along lands now or formerly of Elias Emrich South 74 degrees West 39 perches to a stone corner; thence along same North 2½ degrees West 51½ perches to a stone corner; thence along lands now or formerly of Daniel R. Kline, same course, 17 perches more or less to a stone corner; thence along lands now or formerly of Tho. L. Bordner and Morris C. Bordner South 81 degrees West 32 perches to a stone corner; thence along lands now or formerly of Frank Taylor, Trustee, from which this tract was taken, due south 110.2 perches to a stone corner; thence along lands now or formerly of M. D. M. Batdorff and Tho. L. Bordner North 81 degrees East 80 perches to the place of beginning. Containing 37 acres and 57 perches more or less.

Tracts No. 1 and No. 2 being Parcel Number One in the deed from Blue Mountain Electric Company to Metropolitan Edison Company, dated May 1, 1928, and recorded on July 5, 1928, in the Office for the Recording of Deeds, in and for Berks County, Pennsylvania, in Deed Book No. 673, page 83.

D.

ALL THAT CERTAIN lot or piece of land situate in the Township of Lower Pottsgrove, Montgomery County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake along the westerly right of way, formerly of the Pottstown & Boyertown Electric Railway Company and lands now or formerly of John W. Bickel; thence along said right of way, North forty-four degrees East one hundred and four feet to a stake in a public road; thence in said public road North twelve and a half degrees East thirty-eight feet three inches to a stake; thence along the lands now or formerly of the said John W. Bickel the three following courses and distances, to wit: South eighty-three and a quarter degrees West ninety-nine feet to a stake; South seven and a quarter degrees; East ninety-five feet six inches to a stake and thence forty-six degrees; East eight feet six inches to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Electric Company (to which the Company is successor) by John W.

Bickel, by deed dated August 20, 1909, and recorded on August 20, 1909, in the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, in Deed Book 617, page 54.

E.

ALL THAT CERTAIN lot or piece of land situate in the Township of Lower Pottsgrove, Montgomery County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of property now or formerly of George O. Runyeon and a public road; thence North along said public road 12 deg. .09 min. East 105 feet 11 inches to a point in said public road; thence South along other property now or formerly of George O. Runyeon 82 deg. 54 min. West 135 feet 11 inches to a point; thence south 7 deg. 46 min. East 100 feet to a corner; thence North 82 deg. 54 min. East 99 feet to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by George O. Runyeon, Trustee, by deed dated January 22, 1923, and recorded on February 7, 1903, in the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, in Deed Book No. 881, page 105.

F.

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Roseto (formerly the Township of Washington), Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of a public road leading to Hollands' School House and proposed 33 feet wide street; thence along said street South 3½ degrees East 35 feet; thence in an easterly direction 100 feet to a 12 foot wide Alley; thence North 3½ degrees West 35 feet to the aforesaid public road; thence along said public road in a westerly direction 100 feet to the place of beginning. Containing one building lot, No. 16, on John W. Heller's map or plan of building lots.

BEING Parcel Number Eighteen in the deed from Pennsylvania Edison Company to Metropolitan Edison Company, dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C-59, page 10.

G.

ALL THAT CERTAIN tract or parcel or land situate in the Township of Williams, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly line of lands now or formerly of Northampton Paper Company; thence along the said westerly line (1) South 12 degrees East 296.1 feet to a monument in the northerly right of way line of the right of way now or formerly of the Philadelphia & Easton Transit Company; thence along said northerly right of way line (2) South 41 degrees 14 minutes West 185.39 feet to a monument; thence along lands now or formerly of Charles L. Bachman the following courses and distances: (3) North 12 degrees West 386.2 feet to a monument; thence (4) North 70 degrees East 150 feet to the monument, the place of beginning. Containing 1.163 Acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company, by Charles L. Bachman and Hulda Bachman, his wife, by deed dated July 10, 1929, and recorded on July 10, 1929, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D-61, page 148.

H.

ALL THAT CERTAIN tract or parcel of land, with the building thereon erected, situate at Lickdale, in the Township of Union, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone, a corner of land now or formerly of William Bohn; thence by land now or formerly of D. W. Lebo South 2 degrees 5 minutes West 14.56 perches to a point; thence by the same South 8 degrees 33 minutes West 17.23 perches to a point; thence by the same South 2 degrees 33 minutes West 18.38 perches to a point; thence by the same North 88 degrees 27 minutes West 2.12 perches to a point; thence by land now or formerly of Jacob Groh South 8 degrees 18 minutes West 9.55 perches to a point; thence by the same South 13 degrees 13 minutes West 15.56 perches to a point; thence by the same South 3 degrees 36 minutes West 16.50 perches to a point; thence by land now or formerly of Kate Groh South 28¾ degrees West 21.5 perches to a pin; thence by land now or formerly of George Meily South 34 degrees West 94.5 perches to a pin; thence along the right

of way of the Lebanon and Tremont Branch of the Reading Company South 89¾ degrees West 6.5 perches to a point 30 feet East of the center line of said right of way; thence by the said right of way South 2½ degrees East 78 perches to a point originally indicated by a locust post, 30 feet East of the center line of said right of way; thence through the Swatara Creek North 68 degrees East 53 perches to a point in the Swatara Creek under the center of the bridge; thence through the middle of the bridge and public road leading from Lickdale to Fredericksburg South 47½ degrees East 18 perches to a pin in said public road; thence along the said road South 76 degrees East 6.7 perches to a pin; thence by land now or formerly of the Union Canal Company North 5¼ degrees East 7.6 perches to a stake; thence by the same North 30¼ degrees East 54 perches to a stake; thence by the same North 25 degrees East 24 perches to a stake; thence by the same North 12½ degrees East 30 perches to a white oak; thence by the same North 3 degrees East 69 perches to a stake; thence by the same North 5 degrees West 28.5 perches to a stake; thence by the same North 7½ degrees East 36.5 perches to a stake; thence by the same North ¾ degree East 45 perches to a stake; thence by the same North 7¾ degrees West 21.4 perches to a stake; thence by the same North 7½ degrees East 7 perches to a stake; thence by land now or formerly of William Bohn and across the Swatara Creek South 40 degrees West 60 perches to the place of beginning. Containing 58.596 acres, more or less.

BEING Parcel Number Four in the deed from Blue Mountain Electric Company to Metropolitan Edison Company dated May 1, 1928, and recorded on July 14, 1928, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Corporation Deed Book 5, page 614.

I.

ALL THAT CERTAIN tract or parcel of land, with the dam and other improvements thereon erected, situate in the Township of Hamilton, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe, being the Northeast corner of this tract and the Northwest corner of Tract No. 2 as described in a deed from Wahtawah Company to Wilbur J. Serfas, et al., bearing date November 30, 1925, and recorded in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 96, page 616; thence along lands now or formerly of the said Wilbur J. Serfas, et al., South 06 degrees 30 minutes East 170 feet to an iron,

being 10½ feet in a Southerly direction from a birch tree and 11.9 feet in a Westerly direction from a hemlock tree; thence still by said lands South 64 degrees East 130 feet to an iron in line of lands now or formerly of J. S. Newhart, from which a poplar tree is 13 feet distant on a course North 26 degrees West; thence crossing the public road leading to Sciota South 07 degrees 30 minutes West 78.6 feet to a point on the Easterly side of said road; thence in said public road South 36 degrees 30 minutes West 254 feet to a point in said public road; thence South 58 degrees West 150 feet to a point in the Northerly side of said public road; thence by line parallel with and 45 feet west of the center of the core wall of the dam on this tract North 11 degrees 30 minutes East 481 feet; thence North 00 degrees 45 minutes West 120 feet to a point, a corner of lands now or formerly of the said Wilbur J. Serfas, et al., and now or formerly the Barthold's; thence South 86 degrees 30 minutes East 54 feet to an iron pipe, the place of beginning.

BEING part of Parcel Number Thirty-nine in the deed from Pennsylvania Edison Company to Metropolitan Edison Company dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 103, page 562.

J.

ALL THOSE TWO CERTAIN contiguous tracts or parcels of land, with the abandoned power plant thereon erected, situate in the Township of Hamilton, Monroe County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1.

BEGINNING at a point in line of land now or formerly of Abraham Gower and the middle of a creek passing through the land now or formerly of said Abraham Gower, said point being distant on a course North 57½ degrees East 303.275 feet from the Southeast corner of the tract of which this was formerly a part and being distant also on a course of South 57½ degrees West 303 feet from a corner of said tract of land of which this was formerly a part located in the public road leading from Sciota to Saylorsburg; thence along land now or formerly of J. S. Newhart South 57½ degrees West 100 feet to a corner in line of lands now or formerly of Abraham Gower, of which this piece was formerly a part; thence along the said land now or formerly of said Abraham Gower North 33 degrees West 60 feet to a

corner; thence still along said land North 57½ degrees East 116 feet to a corner in the aforesaid creek; thence along the middle of said creek its several courses and distances to the place of beginning.

Tract No. 2.

BEGINNING at a point in line of land now or formerly of Abraham Gower, being also the Northwestern corner of Tract No. 1 hereinabove described; thence along the line of said Tract No. 1 South 33 degrees East 60 feet to a corner of said lot in line of lands now or formerly of J. S. Newhart; thence along said lands South 57½ degrees West 30 feet to a corner; thence in a Northerly direction along other lands now or formerly of Abraham Gower 58 feet, more or less, to the place of beginning.

BEING part of Parcel Number Thirty-nine in the deed from Pennsylvania Edison Company to Metropolitan Edison Company dated March 1, 1928, and recorded on March 12, 1928, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Volume 103, page 562.

K.

ALL THAT CERTAIN piece or parcel of land, with the improvements thereon erected, situate partly in the Borough of Steelton and partly in the Township of Swatara, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the west side of old Harrisburg & Middletown Turnpike Road, at the southeast corner of lot No. 25; thence in a southerly direction along said west side of said turnpike road, and also along west side of Front Street in the Borough of Steelton, twenty five (25) feet six (6) inches to the southeast corner of old house formerly on property herein described; thence in a westerly direction along southern side of said old house and along fence in rear thereof one hundred and twenty (120) feet, more or less, to the berm bank of the old Pennsylvania Canal; thence in a northern direction along said berm bank twenty-five (25) feet six (6) inches, more or less, to the southwest corner of aforesaid lot No. 25; thence in an easterly direction along said lot No. 25 one hundred and eighteen (118) feet more or less, to the west side of said turnpike road, the place of beginning. Being part of Lot No. 24 as laid down on plan of lots by J. Donald Cameron, said plan being recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Plan Book D, at page 22.

BEING Parcel Number Twelve in the deed from York Haven Water & Power Company to Metropolitan Edison Company dated September 15, 1924, and recorded on November 26, 1926, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Y-20, page 379.

L.

ALL THAT CERTAIN piece or parcel of land situate in the Township of Conoy, Lancaster County, Pennsylvania, bounded and described, as per survey made August 12, 1905, by R. B. McKinnon, C. E., as follows, to wit:

BEGINNING at a stake in the edge of the Susquehanna River, a corner of land now or formerly of Samuel T. Davis; thence by said land, North forty degrees East, three hundred and ninety feet to a post; thence still by said land, North fifty-two degrees and forty-five minutes West, three hundred and seventy-seven and three-tenths feet to a post in line of land now or formerly of the Collins Estate; thence by said land, South thirty-three degrees and forty-five minutes West, one hundred and fifty feet to a post; thence still by said land, South forty-six degrees East, three hundred and forty-six and five-tenths feet to a post; thence still by land now or formerly of said Collins Estate, South forty degrees West one hundred and ninety-eight feet to a stake in the edge of said river; and thence down the same South forty-six degrees East fifteen feet to the place of beginning. Containing one and fifty-one hundredths acres (1.51 A.).

BEING Parcel Number Two in the deed from York Haven Water & Power Company to Metropolitan Edison Company dated September 15, 1924, and recorded on March 5, 1927, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book I-28, page 356.

M.

ALL THAT CERTAIN lot or piece of ground situate in the 17th Ward, City of Reading, Berks County, Pennsylvania, with the two story brick dwelling, numbered 1710 North Ninth Street, and other improvements erected thereon, bounded and described as follows, to wit:

BEGINNING at a monument on the westerly building line of North Ninth Street, said monument being 29.24 feet Southwesterly from the intersection of the said westerly building line of North Ninth Street

and the westerly building line of Kutztown Road, as laid out on the topographical survey of the City of Reading; thence Northwesterly along property now or formerly of Margaret Elizabeth Ray and by a line passing through the middle of the wall between the premises now or formerly of Margaret Elizabeth Ray and the herein described premises, said line making an interior angle of 90 degrees 16 minutes and 50 seconds with the aforementioned westerly building line of North Ninth Street, a distance of 69.10 feet to a point; thence still in a Northwesterly direction and along the said property and by a line making an interior angle of 179 degrees 20 minutes and 40 seconds with the last described line, a distance of 100.90 feet to a point in the Northwesterly side of a 20 foot wide alley; thence in a Northeasterly direction along the said side of the said alley and property now or formerly of Reading Iron Company and by a line making an interior angle of 90 degrees and 22½ minutes with the last described line, the distance of 29.13 feet to a point; thence in a Southeasterly direction along other property of Metropolitan Edison Company and by a line at right angles to the last described line, a distance of 99.26 feet to a point; thence in an Easterly direction and along the same and by a line making an interior angle of 236 degrees and 47 minutes with the last described line, a distance of 38.57 feet to a point in the aforementioned westerly building line of Kutztown Road; thence in a Southerly direction along the said westerly building line of the said Kutztown Road and by a line at right angles to the last described line, a distance of 31.73 feet to a point; thence in a Southwesterly direction and along the said Kutztown Road by a line curving to the right, having a radius of 51.00 feet, a distance of 50.54 feet to a point; thence in a Southwesterly direction and along the aforementioned westerly building line of North Ninth Street and by a line tangent to the last described curve, a distance of 1.67 feet to the place of beginning.

SUBJECT, however, to the right of Reading Company, its successors and assigns, to the free and common use, right, liberty and privilege of the said 20 foot wide alley, as excepted and reserved in the deed from Reading Company to Metropolitan Edison Company, dated March 20, 1926, and recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 622, page 658.

BEING a part of the same premises granted and conveyed unto Metropolitan Edison Company by deed dated March 20, 1926, and recorded on April 22, 1926, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 622, page 658.

III.

Other Excepted Properties

Also expressly excepting and excluding from this Indenture and from the lien and operation thereof:

(1) any cash (other than cash deposited with the Trustee pursuant to any provisions of this Indenture) and shares of stock and certificates or evidence of interest therein and obligations (including bonds, bills, notes and other evidences of indebtedness) not hereafter specifically pledged or deposited or delivered hereunder or hereinafter covenanted so to be;

(2) all materials and supplies not installed as a part of the fixed property of the Company, and merchandise, appliances and supplies acquired by the Company for the purpose of resale or leasing to its customers in the ordinary course and conduct of its business;

(3) all automobiles and other motor vehicles;

(4) all judgments, contracts, accounts and choses in action, not herein or hereafter specifically assigned or pledged or deposited or delivered hereunder or hereinafter covenanted so to be; and

(5) all timber growing upon or cut from lands of the Company;

provided, however, that the property and rights expressly excepted from the lien and operation of this Indenture in the above subdivisions (2), (3), (4) and (5) 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 property in the manner provided in Article X hereof, by reason of the occurrence of a completed default, as defined in said Article X.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 hereof) 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 mortgaged property and franchises and every part and parcel thereof.

TO HAVE AND TO HOLD the said properties, real, personal and mixed, and the hereditaments and premises hereby granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over or confirmed, or mentioned and intended so to be, with the appurtenances, under and subject and excepting, reserving and excluding as aforesaid, unto Guaranty Trust Company of New York, as Trustee, and its successors in the trust hereby created and to its and their successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit and security of those who shall hold the bonds and coupons issued and to be issued hereunder, or any of them, in accordance with the terms of this Indenture, without preference, priority or distinction as to lien of any of said bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof, or otherwise howsoever, subject, however, to the provisions of Sections 10.03 and 10.12 hereof; it being intended that the lien and security of all of said bonds and coupons of all series issued or to be issued hereunder shall take effect from the execution and delivery of this Indenture, and that the lien and security of this Indenture shall take effect from the date of execution and delivery hereof as though all of the said bonds of all series were actually authenticated and delivered and issued upon such date;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid the principal of and interest on said bonds, together with the premium, if any, payable on such of said bonds as may have been called for redemption prior to maturity, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and if the Company shall also pay or cause to be paid all other sums payable hereunder by it, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect, and, as more fully provided in and subject to the provisions of Section 15.01 hereof, the Trustee shall execute and deliver to the Company such deeds as shall be requisite to satisfy the lien of this Indenture and reconvey to the Company the estate and title hereby conveyed.

IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto, that all such bonds and coupons are to be authenticated, delivered and issued and that all property subject or to become subject hereto is to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustee and its successors in such trust, for the benefit of those who shall hold said bonds and coupons, or any of them, as follows:

ARTICLE I.

DEFINITIONS.

SECTION 1.01. The terms specified in the next succeeding five Sections hereof, numbered from 1.02 to 1.06, both inclusive, shall (unless the context otherwise requires), for all purposes of this Indenture, and of any indenture supplemental hereto, have the meanings in such Sections specified. All other terms used in this Indenture which are defined in the Trust Indenture Act of 1939 or which are defined therein by reference to the Securities Act of 1933, as amended (except as herein otherwise expressly provided), shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as they were in force on the date of the execution of this Indenture.

SECTION 1.02.

the Company:

The term "the Company" shall mean (except as otherwise defined in Section 14.14 hereof) the party of the first part hereto, Metropolitan Edison Company, and, subject to the provisions of Article XIII hereof, shall also include its successors and assigns.

the Trustee:

The term "the Trustee" shall mean the party of the second part hereto, Guaranty Trust Company of New York, and, subject to the provisions of Article XIV hereof, shall also include its successors and assigns.

this Indenture:

The term "this Indenture" shall mean this instrument as amended or supplemented by all indentures supplemental hereto.

bond or bonds:

The term "bond" or "bonds" shall mean any bond or all bonds, as the case may be, authenticated and delivered under this Indenture.

holder:

The term "holder", when used with reference to bonds authenticated and delivered hereunder, shall mean the bearer of any coupon bond the ownership of which is not at the time registered as to principal, and the person in whose name a particular fully registered bond, or a particular coupon bond registered as to principal is at the time registered on the books of the Company kept for that purpose in accordance with the terms of this Indenture.

person:

The term "person" shall mean and include an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or any government or political subdivision thereof.

outstanding, with reference to bonds:

The term "outstanding", when used with reference to the bonds, shall mean (except as otherwise defined in Section 14.14 hereof) as of any particular time all bonds which theretofore shall have been authenticated and delivered under this Indenture, except (a) bonds theretofore paid, retired, redeemed, cancelled or delivered to the Trustee for cancellation, (b) bonds for the payment or redemption of which moneys in the necessary amount shall have been or shall concurrently be specifically deposited in trust with the Trustee, provided that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been published or otherwise given as required by this Indenture and the terms of such bonds, or provision satisfactory to the Trustee shall have been made for such notice, (c) bonds in lieu of or in substitution for which other bonds shall have been authenticated and delivered pursuant to the provisions of Section 2.05 hereof, and (d) bonds held by the Trustee for the purpose of any sinking fund or analogous fund for the retirement of bonds, for which provision may be made in this

Indenture or in any resolution of the Board of Directors of the Company, unless it shall be otherwise provided in a supplemental indenture or such resolutions; provided, however, that for the purposes of this Indenture, in determining whether the holders of the required percentage of the principal amount of bonds outstanding (or of bonds of a particular series outstanding) have concurred in any direction, demand, request, notice, consent or other action, bonds owned by the Company or by any other obligor on the bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or such obligor, shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, demand, request, notice or consent, only bonds which the Trustee knows are so owned, shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this paragraph, if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any other obligor on the bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

resolution and *resolution of the Board of Directors of the Company:*

The terms "resolution" and "resolution of the Board of Directors of the Company" shall mean a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company.

officers' certificate:

The term "officers' certificate" shall mean a certificate signed by the President or a Vice-President of the Company and by an officer of the Company (who may be the Treasurer or an Assistant Treasurer or the Comptroller or an Assistant Comptroller or any other accounting officer of the Company) actively engaged in accounting work but who need not be a certified or licensed or public accountant. If and to the extent required by the provisions of Article III hereof, each such certificate shall include the statements provided for in such Article.

opinion of counsel:

The term "opinion of counsel" shall mean an opinion in writing signed by counsel (who may be an employee of or of counsel to the Company or any subsidiary or affiliate of the Company) appointed by the Board of Directors of the Company and satisfactory to the Trustee. If and to the extent required by the provisions of Article III hereof, each such opinion shall include the statements provided for in such Article.

engineer:

The term "engineer" shall mean an individual who is an engineer or a co-partnership or a corporation engaged in an engineering business, who or which, unless required to be independent, may be employed by the Company or any subsidiary or affiliate of the Company.

independent:

The term "independent", when applied to any accountant, engineer, appraiser or other expert, shall mean such a person, who shall be in fact independent, and, in the case of an individual, who is not a director, officer or employee of the Company or of an affiliate of the Company or of any other obligor under this Indenture or upon any of the bonds, and, in the case of a co-partnership or corporation, which is not an affiliate of the Company or of any other obligor under this Indenture or upon any of the bonds or which does not have a partner, director or officer who is a director, officer or employee of the Company or of any affiliate of the Company or of any such obligor, whether or not such person is regularly retained by the Company or by an affiliate of the Company or by such other obligor, and who shall be appointed by the Board of Directors of the Company and approved by the Trustee, provided that if the appointment of an independent person shall be required by any provision of this Indenture and such a person approved by the Trustee shall not be appointed by the Board of Directors of the Company for an unreasonable period of time after the Trustee has requested such appointment, such person may be selected by the Trustee.

control:

The term "control" shall mean the power to direct the management and policies of a person, directly or through one or more interme-

diaries, whether through the ownership of voting securities or by contract or otherwise, and the terms "controlling", "controlled" and "under common control" shall have meanings correlative to the foregoing.

affiliate:

The term "affiliate" shall mean a person controlling, controlled by, or under common control with, another person and the term "affiliated" shall have a meaning correlative to the foregoing.

responsible officers:

The term "responsible officers" of the Trustee shall mean the chairman of its board of directors, the chairman of its executive committee, the president, every vice-president, every assistant or second vice-president, the cashier, the treasurer, every assistant treasurer, the secretary, every assistant secretary, every trust officer, every assistant trust officer, and every other officer and assistant officer of such trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject; and the term "responsible officer" shall mean any of said officers or assistant officers.

daily newspaper:

The term "daily newspaper" shall mean a newspaper printed in the English language customarily published at least on each business day other than Sundays and holidays.

SECTION 1.03.

the lien hereof and *the lien of this Indenture:*

The terms "the lien hereof" and "the lien of this Indenture" shall mean the lien created by these presents (including the after-acquired property clauses hereof) and the lien created by any subsequent conveyance or delivery to or pledge with the Trustee hereunder (whether made by the Company or any other person) constituting any property a part of the security held by the Trustee upon the terms and trusts and subject to the covenants, conditions and uses specified in this Indenture.

the mortgaged property:

The term "the mortgaged property" shall mean as of any particular time all property (except cash held by the Trustee for the payment or redemption of particular bonds or coupons) which at said time is covered or intended to be covered by the lien of this Indenture whether such lien be created by these presents (including the after-acquired property clauses hereof) or by subsequent conveyance or delivery to or pledge with the Trustee hereunder or otherwise.

property additions:

The term "property additions" shall mean any new or additional mortgageable property (including separate and distinct units, plants, systems and properties), located within the Commonwealth of Pennsylvania, or located in any state adjoining said Commonwealth, and permanent improvements, extensions or additions (including equipment) to or about the plants or properties of the Company purchased, constructed or otherwise acquired by the Company after October 31, 1944, and in every case used or useful for the business of generating, manufacturing, transmitting, distributing or supplying electricity or steam for light, heat, cold, power or other purposes, and in every case properly chargeable to plant or property account in accordance with the regulations, rules and orders of the regulatory commission or commissions having jurisdiction or supervisory authority over the accounts of the Company, or, if there are no such regulations, rules and orders, in accordance with good accounting practice.

"Property additions" as so defined, without limitation of the general import of such term, shall include:

(a) property acquired by the Company or by a successor corporation as a result of any consolidation or merger to which the Company or any successor corporation may be a party;

(b) permanent improvements, extensions or additions to or about the properties of the Company in the process of construction or partially completed, in so far as actually constructed or completed; provided, however, that in the case of leasehold estates of the Company or of permanent improvements, extensions or additions to or upon leasehold estates of the Company (except as

provided in paragraph (d) of this definition), such leasehold estates extend beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time in question, and provided, further, that the amount so included in property additions on account of such leasehold estates or such improvements, extensions or additions thereto (other than improvements, extensions or additions of the nature described in paragraph (d) of this definition) does not, in the aggregate, exceed five per cent. (5%) of the aggregate principal amount of all bonds then outstanding and all bonds which might then be authenticated and delivered hereunder pursuant to the provisions of Sections 4.03, 4.04 and 4.05 hereof;

(c) property purchased, constructed or otherwise acquired to replace property retired;

(d) easements, rights-of-way and leases over private property for towers, poles, wires, conduits or mains, or for transmission line or distribution line purposes, and rights, permits, or licenses to use or appropriate water, or to overflow the land of others by the erection of dams or otherwise, and transmission line or distribution line equipment or dams, sub-stations or other similar structures installed by the Company on any such land, provided that, in the opinion of counsel, such easements, rights-of-way and leasehold interests or such rights, permits, or licenses shall run for an unlimited or indeterminate or indefinite period of time, or for a period of time extending beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time in question, or the Company has power, under eminent domain or similar statutes, to condemn and acquire (with or without consent or approval of any regulatory commission) such rights-of-way or rights-of-way adjacent thereto, or to acquire rights, permits, or licenses sufficient for its purposes or to use or appropriate water or overflow said lands, as the case may be;

(e) transmission line or distribution line equipment or dams, sub-stations or other similar structures located or constructed on, over or under public highways or other public property, provided that the Company shall, in the opinion of counsel, have the lawful

right, under permits or franchises granted by a governmental body having jurisdiction in the premises or by the law of the State in which such property is located or otherwise, to maintain and operate such equipment or structures for an unlimited, indeterminate or indefinite period of time or for the period, if any, specified in such permit or franchise or law and that the terms of such permit or franchise or law do not contain any provisions giving to any public authority the right to take over such equipment or structures without the payment of fair consideration therefor; and

(f) property otherwise of the nature of property additions, which is subject to a prior lien, if the principal amount of outstanding prior lien bonds secured by such prior lien shall not exceed sixty per cent. (60%) of the fair value to the Company of said property.

"Property additions" as so defined shall not include:

(aa) good will or going concern value;

(bb) any contracts or operating agreements or franchises or governmental permits, granted or acquired, as such, separate and distinct from the property operated thereunder or in connection therewith or incident thereto;

(cc) any shares of stock or certificates or evidences of interest therein, or any bonds, notes or other evidences of indebtedness or certificates of interest therein or any other securities;

(dd) any materials, merchandise, appliances or supplies acquired for the purpose of resale or leasing to its customers in the ordinary course and conduct of the business of the Company, or any materials or supplies held for consumption in operation or held in advance of use thereof for fixed capital purposes;

(ee) leasehold estates, rights-of-way, or easements, with respect to land owned by others and additions installed by the Company on leasehold estates, rights-of-way or easements or under any permits or franchises granted by a governmental body, except as permitted by subdivisions (b), (d) and (e) of this definition;

(ff) property subject to a prior lien except as permitted by subdivision (f) of this definition; and

(gg) any gas properties and transportation properties;

bondable property:

The term "bondable property" shall mean (1) all property owned by the Company on October 31, 1944, and which would constitute property additions if made, constructed or otherwise acquired by the Company and subjected to the lien of this Indenture subsequent to October 31, 1944, and (2) property additions.

nonbondable property:

The term "nonbondable property" shall mean (1) all mortgaged property owned by the Company on October 31, 1944, which is not bondable property and (2) all mortgaged property made, constructed or otherwise acquired by the Company subsequent to October 31, 1944, which does not constitute property additions. Nonbondable property which becomes property additions because a change in conditions has caused it to come within the term property additions shall be deemed to have been acquired as property additions as of the date on which it ceases to be non-bondable property.

cost:

The term "cost", when used with respect to any particular property, shall mean (a) in the case of property owned by the Company on October 31, 1944, the gross amount (or, if not known, the estimated gross amount), as of October 31, 1944, at which such property is properly chargeable to plant or property account (other than Plant Acquisition Adjustments Account or Plant Adjustments Account) in accordance with the regulations, rules and orders of the regulatory commission or commissions having jurisdiction or supervisory authority over the accounts of the Company, whether such regulations, rules and orders shall be promulgated before or after said date, (b) in case of property made, constructed or acquired subsequent to October 31, 1944, (other than property acquired by consolidation or merger), the cost (or, if not known, the estimated cost) thereof to the Company, including, with respect to any particular

property constructed by or for the Company, such allowances or charges for interest, taxes, engineering, legal expenses, superintendence and all other items during construction as are properly chargeable to plant or property account in accordance with the regulations, rules and orders of the regulatory commission or commissions having jurisdiction or supervisory authority over the accounts of the Company, or, if there are no such regulations, rules or orders, in accordance with good accounting practice, and (c) in the case of property acquired through consolidation or merger subsequent to October 31, 1944, the fair market value in cash at the date of such consolidation or merger, of the shares of stock or other securities of the Company issued therefor to any holders of stock or other securities of or investments in the corporation with which such consolidation or merger was effected, plus the cost to the Company of the stock or other securities of or investments in said corporation, if any, which were held by the Company immediately prior to such consolidation or merger. In determining cost in cases in which property consists partly of bondable property and partly of nonbondable property or in cases in which cost is not allocated between various items of property and the determination of the cost of any or all of such items is required under any of the provisions of this Indenture, cost may be allocated to the various parts and items of property in accordance with the requirements of any system of accounting with which the Company is then required to comply in accordance with the regulations, rules and orders of the regulatory commission or commissions having jurisdiction or supervisory authority over the accounts of the Company, or, if there be no such requirements, in any manner which the officers making the officers' certificate in which the cost of such parts or items of property is required to be stated deem reasonable and which is in accordance with good accounting practice. For the purpose of making such allocation, the officers making such officers' certificate may rely on and accept, if they deem it proper so to do, any action taken by the Board of Directors of the Company with respect to such allocation and any valuation and other reports available to them with respect to the property concerned, including the certificate or opinion of the independent engineer, appraiser or other expert (or, if none, of the engineer, appraiser or other expert) filed with the Trustee with respect to the fair value of the property so acquired.

fair value to the Company:

The term "fair value to the Company", when used with respect to any particular property, shall mean the fair value of such property to the Company as of the time that it was made, constructed or acquired by the Company, which fair value may, subject to the provisions of Article III hereof, be determined without physical inventory or inspection and by use of accounting and engineering records maintained by the Company in respect of such property and the application of appropriate life tables and indices of cost and other engineering methods.

SECTION 1.04.

excepted encumbrances:

The term "excepted encumbrances" shall mean as of any particular time any of the following:

(a) liens for taxes, assessments or governmental charges not then delinquent; liens for workmen's compensation awards and similar obligations not then delinquent; liens for judgments in an amount not exceeding $50,000 in the aggregate; mechanics', laborers', materialmen's and similar liens not then delinquent; any of such liens, irrespective of amount, whether or not delinquent, the validity of which is being contested at the time by the Company in good faith as provided in Section 5.05 hereof; and undetermined liens or charges incidental to current construction or current operations; provided that such mechanics', laborers', materialmen's and similar liens and any such undetermined liens or charges shall, in the opinion of counsel, be adequately secured or be not significant in amount;

(b) any liens securing indebtedness, neither assumed nor guaranteed by the Company nor on which it customarily pays interest charges, existing upon real estate or rights in or relating to real estate acquired by the Company for substation, transmission line, distribution line, conduit, or right-of-way purposes, provided that in the opinion of counsel the right under eminent domain or similar statutes is available to the Company (with or without consent or approval of any regulatory commission) to condemn

or acquire said real estate or said rights or adjacent real estate or similar rights in or relating to adjacent real estate;

(c) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit, or by any provision of law to terminate such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of the Company; rights reserved to or vested in any municipality or public authority to use or control or regulate any property of the Company; any duties affecting any property of the Company to any municipality or public authority with respect to any franchise, grant, license or permit;

(d) rights reserved to or vested in others to take or receive any part of the power developed or generated by or upon any property of the Company; or

(e) zoning laws and ordinances, easements, rights-of-way, exceptions, reservations, restrictions, conditions, limitations, covenants, adverse rights or interests, any encumbrance or right existing by reason of the fact that any plant, system, equipment or other property of the Company is located upon or under public highways or other places not owned by the Company, if such property is installed or constructed pursuant to rights held under easements, rights-of-way, permits, licenses, franchises or other like privileges; provided that, in the opinion of counsel, none of the foregoing materially impairs the use of the affected property in the operation of the business of the Company.

title:

The term "title", for the purpose of any provisions hereof requiring an opinion of counsel that the Company has title to any property, shall mean such title, whether fairly deducible of record or based on prescriptive right, as, in the opinion of counsel, is satisfactory for the needs and operations of the Company in its business, and counsel in giving such opinion may disregard irregularities or deficiencies in the record evidence of title which, in the opinion of such counsel, can be cured by proceedings within the power of the Company or which, in the opinion of counsel, are not of a serious nature under the facts and

circumstances of the case, and may base such opinion on his own investigation and/or upon affidavits, certificates, statements and/or investigations made by persons in whom he has confidence and/or upon examination of a certificate or guarantee of title or a policy of title insurance in which he has confidence.

prior lien:

The term "prior lien" shall mean a mortgage or other lien (not including excepted encumbrances as defined in this Section) prior to the lien of this Indenture, existing at any particular time upon any of the mortgaged property.

prior lien bonds:

The term "prior lien bonds" shall mean bonds, obligations or principal indebtedness secured by prior lien.

outstanding, with reference to prior lien bonds:

The term "outstanding", when used with reference to prior lien bonds, shall mean as of any particular time all prior lien bonds theretofore authenticated and delivered by the trustee or other holder of the prior lien securing the same or, if there be no such trustee or other holder, theretofore made and delivered or incurred, except (a) prior lien bonds theretofore cancelled or delivered to the trustee or other holder of any such prior lien for cancellation, (b) prior lien bonds held by the Trustee subject to the provisions of Article VII hereof, (c) prior lien bonds held by the trustee or other holder of a prior lien upon the same property as that mortgaged or pledged to secure the prior lien bonds so deposited (under conditions such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such prior lien is permissible otherwise than to the Trustee to be held subject to the provisions of Article VII hereof, or to the trustee or other holder of some other prior lien upon the same property for cancellation or to be held uncancelled under the terms of such other prior lien under like conditions), (d) prior lien bonds for the payment or redemption of which funds in the necessary amount shall have been or shall concurrently be deposited with, or be held by, the Trustee or the trustee or other holder of a prior lien with irrevocable direction so to apply the same, provided that if such prior lien bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall

have been published or otherwise given as required by the prior lien securing the same, or provision satisfactory to the Trustee shall have been made for such notice, and (e) lost, stolen or destroyed prior lien bonds in lieu of or in substitution for which other prior lien bonds shall have been authenticated and delivered.

refundable prior lien bonds:

The term "refundable prior lien bonds" at any particular time shall mean (i) the bonds of York Haven Water and Power Company due June 1, 1951, issued by said company under a mortgage, dated June 1, 1901, to the Land Title and Trust Company, Trustee, and assumed by the Company and outstanding at November 1, 1944, in the principal amount of $1,247,500, and (ii) all other prior lien bonds which are or previously were secured by a prior lien on any property additions certified to the Trustee in any officers' certificate of bondable value of property additions and which are or were outstanding at any time after the property additions on which such prior lien bonds are or were a lien have been so certified to the Trustee (whether or not still outstanding at such particular time) other than (1) prior lien bonds in exchange for which other prior lien bonds have been delivered, or (2) prior lien bonds theretofore made the basis for the authentication and delivery of bonds or the withdrawal of cash under any provision of this Indenture, or for a credit under Section 5.07 or 5.08 hereof, or (3) prior lien bonds which shall have been deducted from the fair value of any bondable property released, or (4) prior lien bonds which have ceased to be outstanding by reason of having been paid, redeemed, purchased or otherwise retired through the application of moneys representing the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, bondable property, including the proceeds of and substitutes for any thereof.

SECTION 1.05.

bondable value of property additions:

A. The term "bondable value of property additions" at any particular time shall mean

(a) the sum of the cost to the Company or the fair value to the Company (whichever in each case shall be applicable under

the provisions of clause (1) of this paragraph A) of all property additions then or theretofore certified to the Trustee under the provisions of paragraph B of this Section,

less

(b) the amount, if any, by which (i) the aggregate amount of all retirements of bondable property (determined as provided in clause (3) of this paragraph A) during the period subsequent to October 31, 1944, or the aggregate of the minimum provision for depreciation for such period (determined as provided in the definition of minimum provision for depreciation in this Section 1.05), whichever is greater, exceeds (ii) the aggregate amount of all cash and purchase money obligations substituted during such period for bondable property retired (determined as provided in clause (5) of this paragraph A),

less

(c) ten sixths (10/6ths) of the principal amount of any prior lien bonds (other than the bonds of York Haven Water and Power Company referred to in the definition of refundable prior lien bonds in Section 1.04 hereof) which become, or became at any previous time, refundable prior lien bonds because they constitute, or constituted, a prior lien on property additions then or theretofore certified to the Trustee under the provisions of paragraph B of this Section, whether or not such prior lien bonds have ceased to be refundable prior lien bonds or to be outstanding,

less

(d) the amount of bondable value of property additions theretofore made the basis for the authentication and delivery of bonds or the withdrawal of cash under any provision of this Indenture or a credit under Section 5.07 hereof;

all determined in accordance with the following provisions:

(1) Property additions shall be taken at their cost to the Company or at their fair value to the Company, whichever shall be less.

(2) If the Company shall have acquired any property additions in whole or in part through the delivery of shares of stock or other securities in payment therefor, the portion of the cost of such property additions represented by such shares of stock or other securities shall be deemed to be the fair market value in cash

of such shares of stock or other securities at the time of the delivery thereof in payment for such property additions.

(3) For the purposes of clause (b) above, (i) retirements of bondable property shall include all bondable property which, subsequent to October 31, 1944, shall have become worn out or permanently unserviceable, or shall have been lost, sold, destroyed, abandoned, surrendered on lapse of title, or released from the lien of this Indenture, or taken by eminent domain, or purchased by any governmental or public body, authority, agency or licensee, or otherwise disposed of by the Company, or retired from service for any reason, or shall have permanently ceased to be used or useful in the business of the Company; and (ii) the amount of such retirements of bondable property shall be the sum of the cost to the Company of any such bondable property which was bondable property on October 31, 1944, and the amount (cost or fair value to the Company, as the case may be) permitted to be certified, under the provisions of clause (1) of this paragraph A, with respect to any of such bondable property constituting property additions when such bondable property constituting property additions was certified to the Trustee as property additions.

(4) The cost of any property additions subject to a prior lien shall include a sum equal to the principal amount of any prior lien bonds outstanding against such property additions at the time of their acquisition and not theretofore included in determining the cost of other property additions; and the fair value to the Company of such property additions shall be determined without any mathematical deduction for any outstanding prior lien bonds secured by such prior lien.

(5) For the purposes of clause (b) above, the amount of all cash and purchase money obligations substituted for bondable property retired shall mean all cash and the principal amount of any purchase money obligations or obligations of a governmental body or agency deposited with the Trustee (or with the trustee or other holder of a prior lien) as the proceeds of insurance on, or the release or the taking by eminent domain or purchase by any governmental or public body, authority, agency or licensee of, or other disposition or change of, any such bondable property.

B. Each computation of bondable value of property additions shall be contained in an officers' certificate of bondable value of property additions. The Company shall be required to deliver such an officers' certificate to the Trustee on or before March 31 of each year beginning with the year 1946, whether or not any part of the bondable value of property additions as computed therein is to be used in connection with any application or certification then made to the Trustee, and shall also be required to deliver such an officers' certificate in connection with any application or certification at any time made to the Trustee which provides for the use of bondable value of property additions. The Company may at any time deliver to the Trustee, at the option of the Company, a certificate as to the bondable value of property additions. Each such officers' certificate required to be delivered to the Trustee on or before March 31 of each year (referred to in this Indenture as the annual officers' certificate of bondable value of property additions) shall be dated December 31 of the preceding year and any other such officers' certificate delivered to the Trustee in connection with any such application or certification or otherwise shall be dated not more than three months prior to the day on which such application or certification is received by the Trustee. Each officers' certificate of bondable value of property additions, shall set forth and need set forth only:

(1) except in the case of the first such officers' certificate so delivered to the Trustee, the sum of the cost to the Company or the fair value to the Company (whichever in each case was applicable under the provisions of clause (1) of paragraph A of this Section) of all property additions theretofore certified to the Trustee as shown by the preceding certificates filed with the Trustee pursuant to the provisions of this paragraph B (without detail as to the manner of computation thereof or as to the nature of the items included therein);

(2) a brief identification, including the location, of the property additions then being certified to the Trustee; if any property included in such property additions is located on any leasehold, stating that such leasehold extends beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time, and that the amount then and theretofore included in property additions on

account of leasehold estates or improvements, extensions or additions thereto, other than those of the nature described in paragraph (d) of the definition of property additions, does not in the aggregate exceed five per centum (5%) of the aggregate principal amount of all bonds then outstanding and all bonds which might then be authenticated and delivered hereunder pursuant to the provisions of Sections 4.03, 4.04 and 4.05 hereof; if any property included in such property additions is subject to a prior lien, stating (i) the aggregate principal amount of prior lien bonds then outstanding which are secured by a prior lien on property additions, then or theretofore certified to the Trustee, and (ii) stating the principal amount of prior lien bonds then outstanding which are secured by a prior lien upon the property then being certified, and (iii) stating that the inclusion of said property in the certificate does not result in a violation of the covenants contained in the first paragraph of Section 5.16 hereof; said certificate shall include only property additions made, constructed or acquired by the Company during the period subsequent to the date of the last preceding certificate delivered to the Trustee pursuant to this paragraph B or subsequent to October 31, 1944, if no such certificate shall previously have been delivered to the Trustee, except (i) that such certificate may include property additions made, constructed or acquired by the Company prior to said dates if such property additions are subject to a prior lien and have not been included in a previous certificate, and (ii) that any property additions acquired by the Company within 15 days preceding, or to be so acquired concurrently with the granting of any application in connection with which such officers' certificate is delivered to the Trustee, may, unless such property additions are to be acquired in exchange or substitution for bondable property, be certified to the Trustee as property additions in such officers' certificate and in such event shall be treated for all purposes of this Indenture as having been acquired on or before the date of such officers' certificate;

(3) the cost to the Company of the property additions then being certified to the Trustee which cost, to the extent that it is represented by shares of stock or other securities, shall be the fair market value in cash of such shares or other securities at the time

of the delivery thereof in payment for such property additions, as determined by an appraiser or other expert in accordance with the provisions of paragraph C of this Section;

(4) the fair value to the Company of the property additions then being certified to the Trustee as determined by an engineer, appraiser or other expert in accordance with the provisions of paragraph C of this Section (the fair value to the Company of such property additions acquired by merger and consolidation or dissolution, and the fair value of such property additions which are subject to a prior lien, to be set forth separately);

(5) a computation of the sum of the amounts permitted to be certified, under the provisions of clause (1) of paragraph A of this Section, with respect to the property additions then being certified to the Trustee;

(6) the aggregate amount of all retirements of bondable property (determined as provided in clause (3) of paragraph A of this Section) for the period subsequent to October 31, 1944;

(7) the aggregate of the minimum provision for depreciation (as hereinafter in this Section defined) for such period, the computation of which shall be set forth in reasonable detail in such officers' certificate;

(8) the aggregate amount of all cash and purchase money obligations substituted during such period for bondable property retired (determined as provided in clause (5) of paragraph A of this Section);

(9) a computation showing the amount to be deducted, in accordance with the provisions of clause (b) of paragraph A of this Section, from the sum of the amounts certified pursuant to clauses (1) and (5) of this paragraph B;

(10) a description of any prior lien bonds which become refundable prior lien bonds because they constitute a prior lien on any of the property additions then being certified to the Trustee; and a statement showing the principal amount of all prior lien bonds (other than the bonds of York Haven Water and Power

Company referred to in the definition of refundable prior lien bonds in Section 1.04 hereof) which become, or became at any previous time, refundable prior lien bonds because they constitute, or constituted, a prior lien on property additions then or theretofore certified to the Trustee in any officers' certificate delivered to the Trustee pursuant to this paragraph B, whether or not such prior lien bonds have ceased to be refundable prior lien bonds or to be outstanding;

(11) a computation showing the amount to be deducted, in accordance with the provisions of clause (c) of paragraph A of this Section, from the sum of the amounts (plus or minus) certified pursuant to clauses (1), (5) and (9) of this paragraph B;

(12) a computation showing the amount to be deducted, in accordance with the provisions of clause (d) of paragraph A of this Section, from the sum of the amounts (plus or minus) certified pursuant to clauses (1), (5), (9) and (11) of this paragraph B;

(13) the resulting balance available (or the resulting deficiency) on the date of such officers' certificate and the amount, if any, of any such balance then to be made the basis for the authentication and delivery of bonds or the withdrawal of cash under any provision of this Indenture or for a credit under Section 5.07 hereof;

(14) in case such officers' certificate is delivered to the Trustee in connection with any application, a statement that, in the opinion of the signers, since the date of such officers' certificate to and including a date which shall be stated therein and which shall be not more than ten days prior to the date on which such officers' certificate is delivered to the Trustee, either (a) the aggregate amount of all retirements of bondable property (determined as provided in clause (3) of paragraph A of this Section) is not in excess of the sum of the amounts which might then be certified, under the provisions of clause (1) of paragraph A of this Section with respect to property additions acquired during said period; or (b) that during such period such retirements aggregated an amount to be estimated in such opinion in excess of the amounts which might then be so certified, and in the event that such statement states the opinion of the signers that there is for said period

such an excess of retirements, the amount of such excess so estimated shall be deducted from the balance stated pursuant to clause (13) of this paragraph B; and

(15) that the property additions then being certified to the Trustee are property additions as defined in Section 1.03 hereof.

C. Each officers' certificate referred to in paragraph B of this Section shall be accompanied by the following:

(1) a certificate or opinion of an engineer, appraiser or other expert with respect to the fair value to the Company of the property additions then being certified to the Trustee, and stating whether within six months prior to the date of the acquisition thereof by the Company, any property included in such property additions was used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and, if so, and if the fair value to the Company of such property, as set forth in such certificate or opinion, is not less than Twenty-five Thousand Dollars ($25,000) and not less than one per cent. (1%) of the aggregate principal amount of the bonds at the time outstanding, such a certificate or opinion with respect to such property so used or operated shall also be made by an independent engineer, appraiser or other expert (the fair value to the Company of such property as stated in such certificate or opinion to be used in the accompanying officers' certificate) and such certificate or opinion shall also cover the fair value to the Company of any property so used or operated which shall have been subjected or shall have become subject to the lien of this Indenture since the commencement of the then current calendar year and which shall have been included in any property additions certified to the Trustee and as to which a certificate or opinion of an independent engineer, appraiser or other expert shall not previously have been furnished; and if the aggregate fair value to the Company, as stated in such certificate or opinion, of the property so previously certified to the Trustee and which is required to be covered by such certificate or opinion of an independent engineer, appraiser or other expert is less than the aggregate amount at which such property was previously certified to the Trustee pursuant to clause (5) of paragraph

B of this Section, the difference shall be treated as a retirement of bondable property in the accompanying officers' certificate;

(2) in case any property included in the property additions then being certified to the Trustee was acquired in whole or in part through the delivery of shares of stock or other securities, a written appraisal of an independent appraiser or other expert, stating in the opinion of the signer the fair market value in cash of such shares of stock or other securities at the time of delivery thereof in payment for such property;

(3) all such deeds, indentures supplemental hereto or instruments of further assurance as in the opinion of counsel, furnished pursuant to clause (4) of this paragraph C, may be necessary to subject to the lien of this Indenture the property additions then being certified to the Trustee under the provisions of paragraph B of this Section; and

(4) an opinion of counsel specifying the deeds, indentures supplemental hereto or instruments of further assurance necessary to subject to the lien of this Indenture all the right, title and interest of the Company in and to the property (except property which has been retired) constituting the property additions then being certified to the Trustee under the provisions of paragraph B of this Section, or stating that no such instruments are necessary for such purpose, and also stating the signer's opinion to the effect (a) that (except as to property which has been retired) the Company has title to, or contemporaneously with the granting of any application in connection with which an officers' certificate is then being delivered to the Trustee pursuant to the provisions of paragraph B of this Section will have title to, the property constituting such property additions and that this Indenture is, or upon the delivery of the deeds, indentures supplemental hereto or instruments of further assurance, if any, specified in said opinion, will be, a lien upon such property (except property which has been retired) subject to no lien, charge, encumbrance or right therein or thereon prior to the lien of this Indenture, except the prior liens specified in the officers' certificate of bondable value of property additions and excepted encumbrances and, if any such property is located on any leasehold, stating that such leasehold

extends beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time; (b) that the Company has corporate authority and all necessary permission from governmental authorities to acquire, own and operate the property constituting such property additions; and (c) that the description of the prior lien bonds stated in clause (10) of the accompanying officers' certificate is correct.

Minimum provision for depreciation:

The term "minimum provision for depreciation" when used with reference to any period of time shall mean an amount equal to (a) fifteen per centum (15%) of the gross operating revenues of the Company during such period arising from the operation of bondable property after deducting from such revenues an amount equal to the aggregate cost of electric energy purchased during such period for the purpose of resale in connection with the operation of bondable property, less (b) an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of bondable property.

SECTION 1.06.

net earnings certificate:

The term "net earnings certificate" shall mean an officers' certificate stating:

(A) for a period of any twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the first day of the month in which the application for the authentication and delivery of the bonds then applied for is received by the Trustee, the net earnings of the Company, which shall be the amount stated in clause (I) of this Section minus the amount stated in clause (II) of this Section and plus the amount (or minus the amount if it represents a net loss) stated in clause (III) of this Section; provided, that in no event shall the amount to be added with respect to the amount stated in said clause (III) exceed five per centum (5%) of the balance arrived at by deducting the amount stated in said clause (II) from the amount stated in said clause (I); and specifying for such period,

(I) the gross operating revenues of the Company, specifying the principal divisions thereof; provided, however, that there shall not be included in arriving at the amount to be stated pursuant to this clause (I) any revenues arising from the operation of any business unit of the Company not owned by the Company or not subject to the lien of this Indenture at the time of the making of such net earnings certificate or at the time of the granting of the application in connection with which such net earnings certificate is delivered to the Trustee, nor shall there be included any revenues properly classifiable as non-operating revenues;

(II) the operating expenses of the Company, specifying the principal divisions thereof (including taxes—other than income, excess profits and other taxes measured by or dependent on net taxable income—assessments, rentals, insurance, actual charges for current repairs and maintenance, and an amount equal to the minimum provision for depreciation, but excluding interest and sinking fund charges on bonds issued hereunder and on prior lien bonds and excluding any charges to income for the amortization of utility plant account or amounts transferred therefrom); provided that (except as provided in clause B of this Section) there shall be excluded in arriving at the amount to be stated pursuant to this clause (II) all expenses and charges arising from the operation of any business unit of the Company not owned by the Company or not subject to the lien of this Indenture at the time of the making of such net earnings certificate or at the time of the granting of the application in connection with which such net earnings certificate is delivered to the Trustee, and all expenses and charges properly classifiable as non-operating expenses or charges; and

(III) net non-operating income or loss.

(B) the annual interest charges upon (1) all bonds outstanding hereunder at the date of such certificate, (2) those then applied for in the application in connection with which such certificate is made and those applied for in any other pending application, and (3) all prior lien bonds which will be outstanding immediately

after the authentication of the bonds then applied for in the application in connection with which such certificate is made and after the authentication of any other bonds applied for in any other pending application; and

(C) the "interest earnings requirement", which shall be a figure equal to two hundred per centum (200%) of the aggregate annual interest charges specified in subdivision (B) of this Section.

If any of the property owned by the Company at the time of the making of any net earnings certificate, or to be acquired by the Company concurrently with the granting of any application in connection with which such net earnings certificate is delivered to the Trustee, shall consist of property formerly operated by others and acquired by the Company during or after the period covered by such net earnings certificate, or to be acquired by the Company as aforesaid, the net earnings of such property (computed in the manner specified in this Section for the computation of the net earnings of the Company) during such period or such part of such period as shall have preceded the acquisition thereof by the Company, if and to the extent that the same have not otherwise been included and can be determined, and unless such property shall have been acquired, or is to be acquired, in exchange or substitution for property the earnings of which have been included, shall for all purposes of this Indenture be treated as a part of the net earnings of the Company.

In any application for the authentication and delivery of bonds where a net earnings certificate is required, if the aggregate principal amount of bonds then applied for plus the aggregate principal amount of bonds authenticated and delivered since the commencement of the then current calendar year (other than those with respect to which a net earnings certificate is not required or with respect to which a net earnings certificate signed by an independent public accountant has previously been furnished) is ten per centum (10%) or more of the aggregate amount of the bonds at the time outstanding hereunder, such net earnings certificate shall be made and signed by an independent public accountant.

Each net earnings certificate required to be delivered to the Trustee shall include the statements required by Section 3.01 hereof.

In case a net earnings certificate is filed, at a time when no bonds are being applied for, with a view to making refundable prior lien bonds available as the basis for the authentication and delivery of bonds under the provisions of Section 4.04 hereof, such net earnings certificate shall be filed with such omissions and variations as are appropriate by reason of the fact that no bonds are then being applied for.

ARTICLE II.

DESCRIPTION, FORM, EXECUTION, REGISTRATION AND EXCHANGE OF BONDS.

SECTION 2.01. The bonds may be issued in one or more series as from time to time shall be authorized by the Board of Directors of the Company.

The bonds of each series and the coupons shall be substantially in the forms hereinbefore recited for the bonds of the 1974 Series, but in the case of other series with such inclusions, omissions and variations as are authorized or permitted by this Indenture.

The bonds and the coupons may contain such specifications, descriptive words and recitals, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon, as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the bonds may be listed or to conform to usage.

The several series of bonds may differ from the bonds of the 1974 Series, and as between series, in respect of any or all of the following matters:

(a) designation;

(b) date;

(c) date of maturity;

(d) interest rate;

(e) interest payment dates;

(f) the place or places either in the United States or elsewhere for the payment of principal and for the payment of interest, provided that if such place or places be in foreign countries, then such payment shall be only the stated amount of such principal or interest in currency of the United States of America, or the equivalent thereof, in the appropriate local foreign currency, at the then buying rate at such place or places for sight drafts on New York;

(g) whether issuable as coupon bonds, with or without privilege of registration as to principal, and whether issuable as fully registered bonds, and the respective denominations of each;

(h) provisions, if any, for the exchange of coupon bonds of all or specified denominations for fully registered bonds, of fully registered bonds of all or specified denominations for coupon bonds, of coupon bonds for coupon bonds of other denominations and of fully registered bonds for fully registered bonds of other denominations and exchanges of bonds of one series for bonds of another series, and the place or places for such exchanges, which privilege of exchange may in any case be made subject to such conditions, limitations or restrictions as the Board of Directors shall determine, and may in any case be conferred upon the holders of bonds of one or more denominations and withheld from the holders of bonds of other denominations of the same series and may in any case be conferred on the holders of registered bonds and withheld from the holders of coupon bonds or vice versa;

(i) limitation, if any, upon the aggregate principal amount of bonds of the series which may be issued;

(j) provisions, if any, for the payment of principal or interest, or both, without deduction for taxes or any specific tax, or for reimbursement of taxes or any specific tax in case of payment by the holders;

(k) provisions, if any, with regard to any obligation of the Company to permit the conversion of bonds of the series into stock or other securities of the Company or of any other corporation;

(l) provisions, if any, reserving to the Company the right to redeem all or any part of the bonds of the series before maturity

at a time or times, upon such notice, and at a redemption price or prices to be specified in the form of bond, provided that all bonds of all series shall contain provisions for the redemption thereof as a whole on any date, upon the occurrence of either of the events specified in Section 8.08 hereof, upon such notice (not exceeding ninety (90) days) and at such redemption price or prices (together with accrued interest at the date of redemption) as may be specified in the respective forms of bonds;

(m) provisions, if any, for any sinking or analogous fund with respect to the bonds of the series; and

(n) any other provisions expressing or referring to the terms and conditions upon which the bonds of that series are to be issued or secured under this Indenture which are not in conflict with the provisions of this Indenture.

In authorizing the issue of any series of bonds (other than bonds of the 1974 Series), the Board of Directors of the Company shall determine and specify all matters in respect of the bonds of such series set forth in clauses (a) to (g), inclusive, (and the proviso in clause (l)) of this Section, and may determine and specify any and all matters permitted by clauses (h) to (n), inclusive, of this Section; and shall also determine and specify the form of the bonds and coupons, if any, of such series.

The bonds of any particular series shall be identical except that they may be of different numbers, of different denominations, in the form of coupon bonds or fully registered bonds, dated on, and bear interest from, different dates, and of serial maturities, and if of serial maturities may differ with respect to redemption price and interest rate.

Fully registered bonds shall be dated the last preceding interest date to which interest has been paid or made available for payment thereon preceding the date of authentication (unless such date is also the date of authentication, in which case they shall be dated the date of authentication), provided that fully registered bonds authenticated prior to the first interest date of the bonds of such series shall be dated

as of the beginning of the current interest period; and all fully registered bonds shall bear interest from their date.

SECTION 2.02. The bonds shall be signed on behalf of the Company by its President or a Vice-President under its corporate seal which shall be attested by its Secretary or an Assistant Secretary and may be in the form of a facsimile of the seal of the Company and may be impressed, affixed, imprinted or otherwise reproduced on the bonds. Only such bonds as shall bear thereon a certificate of authentication substantially in the form hereinbefore recited, executed by the Trustee, shall be secured by this Indenture or be entitled to any right or benefit hereunder. No bond and no coupon thereunto appertaining shall be or become valid or obligatory for any purpose until such certificate shall have been duly executed on such bond. Such certificate by the Trustee upon any bond executed by the Company shall be conclusive evidence that the bond so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the security and benefit of this Indenture. The Trustee shall not authenticate or deliver any coupon bond until all matured coupons thereunto appertaining shall have been detached and cancelled, except as otherwise provided in Section 2.03 hereof or permitted in Section 2.05 hereof.

In case any officer of the Company who shall have signed any of the bonds or attested the seal thereon or whose facsimile signature appears on any of the coupons shall cease to be such officer before the bonds so signed or sealed shall have been authenticated and delivered by the Trustee or disposed of by the Company, such bonds, nevertheless, may be authenticated and delivered or disposed of with the same force and effect as though the person who signed such bonds or attested the seal thereon or whose facsimile signature appears on any of the coupons had not ceased to be such officer; and any bond may be signed on behalf of the Company and the seal of the Company may be attested by such persons as, at the actual date of the execution of the bond, shall be the proper officers of the Company, although at the date of such bond any such person was not such officer. The coupons attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer or any Assistant Treasurer of the

Company, and for that purpose the Company may adopt and use the facsimile signature of any person who shall have been such Treasurer or Assistant Treasurer, notwithstanding the fact that at the time when such coupon bonds shall be authenticated and delivered or disposed of he shall have ceased to be the Treasurer or an Assistant Treasurer of the Company.

SECTION 2.03. In all cases in which the privilege of exchanging bonds of any series exists and is exercised, the bonds to be exchanged shall be surrendered in form for transfer at such place, or any of such places, as shall be designated by the Board of Directors of the Company for the purpose with respect to the bonds of such series, and the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor the bond or bonds which the holder making the exchange shall be entitled to receive. All coupon bonds surrendered for exchange and delivered in exchange shall have attached thereto all unmatured coupons appertaining thereto and, in case at the time of any such exchange interest on the bonds of the particular series is in default, shall in addition have attached thereto all matured coupons in default.

The Company shall keep at the principal office of the Trustee, as the agency of the Company and at such other place or places as shall be designated by the Company for that purpose, a register or registers in which, subject to such reasonable regulations as it may prescribe, the Company shall register bonds entitled to registration and shall transfer registered bonds. Upon surrender for transfer of any such fully registered bond at such agency, the Company shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series and maturity for a like aggregate principal amount. Upon presentation for registration of any coupon bond registerable as to principal at such agency, such bond shall be registered as to principal in the name of the holder and the fact of such registration shall be noted on the bond. No transfer of any bond so registered shall be valid unless made at such agency, and similarly noted on the bond, but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored. Coupon bonds entitled to regis-

tration shall continue to be subject to successive registrations and transfers to bearer, at the option of the holders. Such registration of any coupon bond shall not affect the negotiability of the coupons appertaining thereto, which shall continue to be payable to bearer and transferable by delivery.

All bonds presented or surrendered for exchange, transfer, registration or discharge from registration as provided in this Section shall be in bearer form or, if registered, shall be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company duly executed by the registered holder or by his duly authorized attorney.

Except as provided in Sections 2.04, 8.03 and 17.04 hereof, upon every exchange, transfer, registration or discharge from registration of bonds, the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges required to be paid by the Company and in addition may charge a sum not exceeding two dollars ($2) for each new bond issued upon any such exchange or transfer which shall be paid by the party requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Company shall not be required to make exchanges or transfers of bonds of any series for a period of ten days next preceding any interest payment date of said series.

SECTION 2.04. Pending the preparation of definitive bonds of any series, the Company may execute and the Trustee shall authenticate and deliver one or more temporary printed, lithographed or engraved bonds of such series, of any denomination or denominations, in bearer form, with or without one or more coupons and with or without the privilege of registration as to principal, or in fully registered form, exchangeable or not exchangeable for temporary bonds of other form or other authorized denominations of such series, and substantially in the form of the definitive bonds of such series, but with such omissions, insertions and variations appropriate for temporary bonds. Every such temporary bond shall be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like

effect, as the definitive bonds. Definitive bonds may be in the form of fully engraved bonds or lithographed bonds or (in the case of fully registered bonds) printed bonds on engraved borders. When definitive bonds of any series are prepared and ready for delivery, the temporary bonds of such series may be surrendered in exchange therefor, and the Trustee shall authenticate and deliver in exchange therefor, without expense to the holder, an equal aggregate principal amount of definitive bonds of the same series and maturity. All temporary bonds so surrendered for exchange shall be in bearer form or, if registered, shall be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company, duly executed by the registered holder or by his duly authorized attorney, with all unmatured coupons, if any, appertaining thereto, and, in case at the time of any such exchange interest on the bonds of the particular series is in default, shall in addition have attached thereto all matured coupons in default. Until so exchanged, the temporary bonds shall in all respects be entitled to the same benefit and security of this Indenture as definitive bonds authenticated and delivered hereunder. When and as interest is paid upon any temporary bonds in bearer form but without coupons, the fact of such payment shall be noted thereon and interest due on any temporary bonds which is represented by a coupon shall be paid only upon presentation and surrender of such coupon for cancellation.

Without unnecessary delay the Company will furnish and will execute definitive bonds.

SECTION 2.05. In case any temporary or definitive bond and any coupons appertaining thereto or any coupon shall become mutilated or be destroyed, lost or stolen, the Company shall, upon the conditions hereinafter set forth, execute and upon its request the Trustee shall authenticate and deliver, a new bond (with coupons corresponding to the coupons, if any, appertaining to the mutilated, destroyed, lost or stolen bond) of the same series and maturity and of like tenor, in exchange and substitution for the mutilated bond and its coupons (if any), or a new coupon, or in lieu of and substitution for the bond and its coupons (if any) so destroyed, lost or stolen, or, if any such bond or any coupon shall have matured or shall be about to mature or shall have been redeemed, instead of issuing a substituted bond or coupon the

Company may pay the same without surrender thereof. In case of destruction, loss or theft of any bond or coupon, the applicant for a substituted bond or for such payment shall furnish to the Company and to the Trustee, in their discretion, evidence to their satisfaction of the destruction, loss or theft of such bond and its coupons (if any) and of the ownership thereof, and also such security or indemnity as may be required by the Company and the Trustee to save each of them harmless. The Trustee may authenticate any such substituted bond and deliver the same with appurtenant coupons (if any), or the Trustee or any paying agent of the Company may make any such payment upon the written request or authorization of the Company. Upon the issue of any substituted bond or the making of any such payment, the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge and any other expense connected therewith, and also a further sum not exceeding two dollars ($2) for each bond so issued in substitution. Any indemnity bond executed pursuant to this Section shall name as obligees the Company, the Trustee, and if requested by the Company any paying agent.

Any bonds and coupons issued under the provisions of this Section shall constitute additional original contractual obligations on the part of the Company and shall be equally and proportionately entitled to the benefit and security of this Indenture with all other bonds and coupons issued under this Indenture.

SECTION 2.06. All bonds and coupons purchased by the Trustee pursuant to the provisions of this Indenture shall be cancelled by it, and all bonds and coupons surrendered for the purpose of payment, redemption, exchange or transfer shall, if surrendered to the Company or any paying agent, be cancelled and delivered to the Trustee, or, if surrendered to the Trustee, shall be cancelled by it, and no bonds or coupons shall be issued under this Indenture in lieu of bonds or coupons so cancelled except as expressly permitted by any of the provisions hereof. If the Company shall acquire any of the bonds, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such bonds unless and until the same are surrendered to the Trustee for cancellation.

Notwithstanding the cancellation by the Trustee of any bonds, the Company shall to the extent permitted by the provisions of this Indenture be entitled to have the bonds so cancelled (except bonds surrendered for the purpose of exchange, transfer, redemption in part, or substitution pursuant to Sections 2.03, 2.04, 2.05, 8.03 or 17.04 hereof and except as otherwise provided in any supplemental indenture) made the basis for the authentication and delivery of bonds pursuant to Section 4.05 hereof, or made the basis for the withdrawal of cash hereunder, or made the basis for a credit pursuant to Sections 5.07 or 5.08 hereof, but no such cancelled bonds shall in any event be used for more than one such purpose or more than once for any such purpose. The Trustee shall make appropriate notations in its records in respect of all bonds and coupons cancelled by it and shall cremate all coupon bonds and coupons so cancelled and deliver a certificate of such cremation to the Company and shall deliver to or upon the order of the Company all fully registered bonds after cancellation thereof.

SECTION 2.07. The bonds of the 1974 Series shall be designated "First Mortgage Bonds, 2⅞% Series due 1974". All coupon bonds of the 1974 Series shall be dated November 1, 1944. All fully registered bonds of the 1974 Series shall be dated as provided in Section 2.01 hereof. All bonds of the 1974 Series shall be payable on November 1, 1974, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest, payable in like coin or currency, at the rate of two and seven-eighths per centum (2⅞%) per annum, payable semi-annually on May 1 and November 1 of each year, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under this Indenture from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest at the highest rate of interest borne by any of the Bonds outstanding under this Indenture. Principal of and interest on the bonds of the 1974 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York. All bonds

of the 1974 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon notice published as provided in Section 8.02 hereof, at least once in each of four successive calendar weeks upon any business day of each such calendar week, the first publication to be not less than thirty days and not more than ninety days before such redemption date (provided, however, that if all the bonds of the 1974 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the following redemption prices except as hereinbelow provided (expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	105.750%	1959	102.875%
1945	105.625%	1960	102.625%
1946	105.500%	1961	102.500%
1947	105.375%	1962	102.375%
1948	105.250%	1963	102.250%
1949	105.125%	1964	102.000%
1950	104.000%	1965	101.875%
1951	103.875%	1966	101.625%
1952	103.750%	1967	101.500%
1953	103.625%	1968	101.250%
1954	103.500%	1969	100.875%
1955	103.375%	1970	100.750%
1956	103.250%	1971	100.500%
1957	103.125%	1972	100.375%
1958	103.000%	1973	100.000%

The bonds of the 1974 Series shall also be redeemable on any date prior to maturity, as hereinafter specified, on like publication (or mailing) of notice of such redemption, at the following redemption prices

(expressed in percentages of the principal amount) together with accrued interest to the date of redemption:

If redeemed during 12 months period beginning November 1	*Redemption Price*	*If redeemed during 12 months period beginning November 1*	*Redemption Price*
1944	101.625%	1959	101.000%
1945	101.500%	1960	100.875%
1946	101.500%	1961	100.875%
1947	101.500%	1962	100.875%
1948	101.500%	1963	100.750%
1949	101.375%	1964	100.750%
1950	101.375%	1965	100.625%
1951	101.375%	1966	100.625%
1952	101.250%	1967	100.500%
1953	101.250%	1968	100.500%
1954	101.250%	1969	100.375%
1955	101.125%	1970	100.375%
1956	101.125%	1971	100.250%
1957	101.125%	1972	100.250%
1958	101.000%	1973	100.000%

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 hereof, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all the mortgaged property constituting bondable property which at the time shall be subject to the lien of this Indenture as a first lien shall be released from the lien of this Indenture pursuant to the provisions hereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole or from time to time in part at said lower scale of redemption prices may also

be effected out of cash deposited pursuant to Sections 5.07 and 5.08 hereof, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 hereof. Any notice of redemption of bonds of the 1974 Series out of cash deposited pursuant to Sections 5.07 and 5.08 hereof shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

Coupon bonds of the 1974 Series shall be issuable in the denomination of $1,000 and shall be registerable as to principal. Fully registered bonds of the 1974 Series shall be issuable in the denominations of $1,000 and any multiple of $1,000 authorized by the Board of Directors of the Company. Bonds of the 1974 Series shall be interchangeable at the option of the holders thereof, in like aggregate principal amounts, coupon bonds for fully registered bonds, fully registered bonds for coupon bonds, and fully registered bonds of the several denominations for fully registered bonds of other authorized denominations.

ARTICLE III.

General Provisions as to Certificates and Opinions.

Section 3.01. Any certificate or opinion of an engineer, appraiser or other expert required to be delivered to the Trustee under any provision of this Indenture may be signed by an engineer, appraiser or other expert who is an officer or employee of the Company or of a subsidiary or affiliate of the Company, unless under such provision of this Indenture such certificate or opinion is required to be signed by an independent engineer, appraiser or other expert. Where any such certificate or opinion is required to be made by an independent engineer, appraiser or other expert, such certificate or opinion shall be made by an independent engineer, appraiser or other expert selected by the Company and approved by the Trustee in the exercise of reasonable care.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person making such certificate or opinion has read such covenant or condition, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a

statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with, and (d) a statement as to whether or not in the opinion of such person such condition or covenant has been complied with.

In addition to such other certificates or opinions as may be required by other provisions of this Indenture, every request or application by the Company for action by the Trustee shall be accompanied by an opinion of counsel and an officers' certificate, each such opinion of counsel and officers' certificate stating that, in the signers' opinion, the conditions precedent, if any, to such action provided for in this Indenture (including any covenants, compliance with which constitutes a condition precedent) have been complied with.

Any officers' certificate and any certificate or opinion of an engineer, appraiser or other expert may be based, in so far as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless the persons signing such certificate or opinion know that the certificate or opinion or representations of counsel with respect to the matters upon which their certificate or opinion may be based as aforesaid are erroneous. Any opinion of counsel may be based, in so far as it relates to factual matters information with respect to which is in the possession of the Company, upon a certificate or opinion of, or representations by, an officer or officers of the Company, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous.

The same officers of the Company, or the same engineer, appraiser, or other expert, or the same counsel or other person, as the case may be, need not certify to all of the matters required to be certified under any of the provisions hereof, but different officers, engineers, appraisers, other experts, counsel or other persons may certify to different facts respectively. Where any person or persons are required to make, give or execute two or more orders, requests, certificates, opinions or other instruments under this Indenture, any such orders, requests, certificates, opinions or other instruments may be consolidated and form one instrument.

The acceptance by the Trustee of a certificate or opinion shall be sufficient evidence that the signer or the signers have been approved by or are satisfactory to the Trustee, as the case may be, within the meaning of this Indenture, unless the Trustee shall, within a reasonable period of time, give written notice to the Company that the signer or signers have not been approved by or are not satisfactory to the Trustee, as the case may be.

ARTICLE IV.

Issuance of Bonds.

Section 4.01. The aggregate principal amount of bonds which may be secured by this Indenture shall be such aggregate principal amount as may now or hereafter from time to time be authenticated and delivered under the provisions hereof.

Nothing in this Indenture contained shall limit the power of the Board of Directors of the Company to fix the price at which the bonds authenticated and delivered under any of the provisions of this Indenture may be issued, exchanged, sold or disposed of, but any or all of said bonds may be issued, exchanged, sold or disposed of upon such terms and for such considerations as the Board of Directors of the Company may deem fit, subject to any provisions of law in respect thereof.

Section 4.02. Bonds of the 1974 Series for the aggregate principal amount of Twenty Four Million Five Hundred Thousand Dollars ($24,500,000) shall forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered, either before or after the filing or recording of this Indenture (at one time or from time to time) in accordance with the order or orders of the Company, evidenced by a writing or writings signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers.

Section 4.03. Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee, and shall be authenticated by the Trustee and delivered from time to time,

to an aggregate principal amount not exceeding sixty per centum (60%) of the bondable value of property additions.

Prior to the authentication and delivery of any bonds under this Section, there shall in each case have been delivered to the Trustee,

(a) the instruments required by Section 4.07 hereof;

(b) an officers' certificate of bondable value of property additions, meeting the requirements of paragraph B of Section 1.05 hereof, accompanied by the instruments required by paragraph C of said Section 1.05; and

(c) a net earnings certificate meeting the requirements of Section 4.08 hereof.

SECTION 4.04. Bonds of any one or more series may from time to time be executed by the Company and delivered to the Trustee, and shall be authenticated by the Trustee and delivered from time to time to an aggregate principal amount not exceeding the aggregate principal amount of refundable prior lien bonds which have been

(A) (i) deposited with the Trustee (otherwise than pursuant to Section 5.15 or 5.16 hereof) to be held subject to the provisions of Article VII hereof, or (ii) deposited (otherwise than pursuant to Section 5.15 or 5.16 hereof) with the trustee or other holder of a prior lien upon the same property as that mortgaged or pledged to secure the prior lien bonds so deposited to be held under conditions such that no transfer of ownership or possession of such refundable prior lien bonds by the trustee or other holder of such prior lien is permissible except to the Trustee to be held subject to the provisions of Article VII hereof, or to the trustee or other holder of some other prior lien upon the same property for cancellation or to be held uncancelled under the terms of such other prior lien under like conditions, or (iii) cancelled or delivered to the trustee or other holder of the prior lien securing the same for cancellation (otherwise than pursuant to Section 5.15 hereof), or (iv) paid or redeemed or for the payment or redemption of which funds in the necessary amount have been or shall concurrently be deposited with or shall be held by the Trustee or by the trustee or other holder of a prior lien with irrevocable direction so to apply the same, provided that if such refundable prior lien bonds are to

be redeemed prior to the maturity thereof, notice of such redemption shall have been published or otherwise given as required by the prior lien securing the same, or provision satisfactory to the Trustee shall have been made for such notice, or

(B) finally determined by a court of competent jurisdiction to be invalid,

and which have not theretofore been made the basis for the authentication and delivery of bonds or the withdrawal of cash under any provision of this Indenture, or for a credit pursuant to Section 5.07 or 5.08 hereof and have not theretofore been deducted from the fair value of any bondable property released, and which have not ceased to be outstanding by reason of having been paid, redeemed, purchased or otherwise retired through the application of moneys representing the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, bondable property, including the proceeds of and substitutes for any thereof; provided that refundable prior lien bonds shall not be made the basis for the authentication and delivery of any bonds under this Section unless the officers' certificate of bondable value of property additions in which there were certified to the Trustee the property additions on which such refundable prior lien bonds are or were a lien (or a subsequent officers' certificate of bondable value of property additions) shall have shown a resulting balance available in clause (13) thereof, and unless at or after the time of delivery to the Trustee of such officers' certificate of bondable value of property additions showing a resulting balance available in clause (13) thereof there shall have been delivered to the Trustee a net earnings certificate meeting the requirements of Section 4.08 hereof.

Prior to the authentication and delivery of any bonds under this Section upon the basis of any such refundable prior lien bonds, there shall in each case have been delivered to the Trustee:

(a) the instruments required by Section 4.07 hereof;

(b) an officers' certificate,

(i) describing such refundable prior lien bonds,

(ii) stating the applicable facts under clause (A) or (B) above,

(iii) stating that such refundable prior lien bonds have not theretofore been made the basis for the authentication and delivery of bonds or the withdrawal of cash under any provision of this Indenture, or for a credit pursuant to Section 5.07 or 5.08 hereof and have not theretofore been deducted from the fair value of any bondable property released, and have not ceased to be outstanding by reason of having been paid, redeemed, purchased or otherwise retired through the application of moneys representing the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, bondable property;

(iv) stating that the officers' certificate of bondable value of property additions in which the property additions on which such refundable prior lien bonds are or were a lien were certified to the Trustee (or a subsequent officers' certificate of bondable value of property additions) showed a resulting balance available in clause (13) thereof; and

(v) stating that at or after the time of delivery to the Trustee of such officers' certificate of bondable value of property additions showing a resulting balance available in clause (13) thereof there has been delivered to the Trustee a net earnings certificate meeting the requirements of Section 4.08 hereof, provided that no such statement need be made if a net earnings certificate is filed pursuant to clause (d) of this Section;

(c) in case such refundable prior lien bonds have been finally determined by a court of competent jurisdiction to be invalid, an opinion of counsel to that effect; and

(d) a net earnings certificate meeting the requirements of Section 4.08 hereof in case the interest charges on such refundable prior lien bonds have not been included in a net earnings certificate previously delivered to the Trustee or in case the officers' certificate required by clause (b) above omits the statement provided for in subdivision (v) of said clause (b).

SECTION 4.05. Except as may be otherwise provided in any supplemental indenture, bonds of any one or more series may from time

to time be executed by the Company and shall be authenticated by the Trustee and delivered from time to time to an aggregate principal amount not exceeding the aggregate principal amount of any bonds theretofore authenticated and delivered under this Indenture which have been cancelled or delivered to the Trustee for cancellation (except bonds surrendered for the purpose of exchange, transfer or substitution pursuant to Sections 2.03, 2.04, 2.05, 8.03 or 17.04 hereof) or for the payment or redemption of which moneys in the necessary amount shall have been or shall concurrently be specifically deposited in trust with the Trustee with irrevocable direction so to apply the same (provided that, if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been published or otherwise given as required by this Indenture and the terms of such bonds, or provision satisfactory to the Trustee shall have been made for such notice) and which have not theretofore been made the basis for the authentication and delivery of bonds or the withdrawal, use or application of cash under any provision of this Indenture or for a credit pursuant to Section 5.07 or 5.08 hereof.

Prior to the authentication and delivery of any bonds under this Section, upon the basis of any such bonds so cancelled or delivered to the Trustee for cancellation or so to be paid or redeemed, there shall in each case have been delivered to the Trustee:

(a) the instruments required by Section 4.07 hereof;

(b) an officers' certificate,

(i) describing the bonds so cancelled or delivered to the Trustee for cancellation or so to be paid or redeemed,

(ii) stating that such bonds have not theretofore been made the basis for the authentication and delivery of bonds or the withdrawal, use or application of cash under any provision of this Indenture or for a credit pursuant to Section 5.07 or 5.08 hereof, and

(iii) stating separately the principal amount of all such bonds, if any, which have been authenticated and delivered by the Trustee but which have not been issued by the Company and the interest rate borne by each thereof not so issued;

(c) either (i) the particular bonds so cancelled or delivered to the Trustee for cancellation together with all unmatured coupons, if any, appertaining thereto, or (ii) moneys in trust in the necessary amount for the payment or redemption thereof; and

(d) a net earnings certificate meeting the requirements of Section 4.08 hereof in case (i) the bonds so cancelled or delivered to the Trustee for cancellation or so to be paid or redeemed have not been issued by the Company and bear interest at a rate lower than the bonds applied for, or (ii) the interest charges on the bonds so cancelled or delivered to the Trustee for cancellation have not been included in a net earnings certificate previously delivered to the Trustee.

SECTION 4.06. Bonds of any one or more series may from time to time be executed by the Company and shall be authenticated by the Trustee and delivered from time to time upon deposit with the Trustee by the Company of cash equal to the aggregate principal amount of the bonds so requested to be authenticated and delivered and upon delivery to the Trustee of:

(a) the instruments required by Section 4.07 hereof; and

(b) a net earnings certificate meeting the requirements of Section 4.08 hereof.

All cash so deposited with the Trustee shall be held by the Trustee as part of the mortgaged property.

Subject to the provisions of clause (b) of Section 8.08 hereof, any cash so deposited with the Trustee may be withdrawn by the Company from time to time in an amount equal to the principal amount of each bond to the authentication and delivery of which the Company shall then be entitled. Prior to the withdrawal of any such cash there shall, in each case, have been delivered to the Trustee:

(a) a written order of the Company for said cash evidenced by a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers;

(b) a resolution of the Board of Directors of the Company authorizing the withdrawal of such cash; and

(c) an officers' certificate stating that the Company is not, to the knowledge of the signers, in default in the performance of any of the covenants on its part to be performed under this Indenture;

and the Company shall comply with all applicable provisions of this Article (except the provisions of Sections 4.07 and 4.08 hereof) relating to the right to the authentication and delivery of the bonds on which the withdrawal of such cash is based. Any withdrawal of cash under this Section shall be in lieu of the right of the Company to the authentication and delivery of the bonds on which it is based.

Subject to the provisions of clause (b) of Section 8.08 hereof, any cash so deposited with the Trustee may also be used or applied in the manner, for the purposes and subject to the conditions provided in subdivisions (2) and (3) of Section 9.06 (a) hereof.

SECTION 4.07. Prior to the authentication and delivery of any bonds under Section 4.03, 4.04, 4.05 or 4.06 hereof there shall, in each case, be delivered to the Trustee:

(a) a written order of the Company for said bonds evidenced by a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers;

(b) a resolution of the Board of Directors of the Company requesting the Trustee to authenticate and deliver a specified principal amount of bonds of a specified series and, in the case of the creation of a new series of bonds, determining the provisions and form of the bonds of such series as provided in Section 2.01 hereof;

(c) in case of the creation of a new series of bonds, an indenture supplemental hereto which shall set forth the provisions and form of the bonds of such series as so determined;

(d) an officers' certificate stating that the Company is not, to the knowledge of the signers, in default in the performance of any of the covenants on its part to be performed under this Indenture;

(e) an opinion of counsel stating that the issuance of the bonds, the authentication and delivery of which is then applied

for will not cause the then limit of indebtedness, if any, of the Company permitted by law, to be exceeded and has been authorized by the Company and has been authorized or approved or consented to by any and all governmental bodies and authorities, the authorization, approval or consent of which is requisite to the legal issuance of such bonds, or that no such authorization, approval or consent is required, and stating that, when executed by the Company and authenticated and delivered by the Trustee and issued by the Company, such bonds will be valid and binding obligations and will be secured by the lien of this Indenture, and stating that all taxes payable in respect of the authentication, delivery and issuance of such bonds have been paid; and

(f) a certified copy of any order or other writing evidencing each such authorization, approval or consent to the issuance of such bonds as may be shown by said opinion of counsel to be requisite.

SECTION 4.08. No bonds shall be authenticated and delivered under Section 4.03 or 4.06 (or under Section 4.04 or 4.05 hereof in case the conditions specified in clause (d) thereof respectively shall be applicable) unless as shown by a net earnings certificate the net earnings of the Company for the period therein referred to shall have been not less than the interest earnings requirement as defined in Section 1.06 hereof.

ARTICLE V.

PARTICULAR COVENANTS OF THE COMPANY.

SECTION 5.01. The Company covenants that it is lawfully seized and possessed of all the property constituting the mortgaged property at the date of the execution of this Indenture; that it will maintain and preserve the lien of this Indenture so long as any of the bonds issued hereunder are outstanding; that it has good right and lawful authority to subject said property to the lien hereof, as provided in and by this Indenture.

The Company agrees that prior to or simultaneously with the authentication and delivery of any bonds hereunder it will procure and deliver to the Trustee instruments of satisfaction and discharge of (or powers of attorney to satisfy of record) the mortgage dated November 1, 1920, from the Company to Guaranty Trust Company of New York, trustee, and all amendments and supplements thereto, together with an opinion of counsel that such instruments are sufficient to effect the satisfaction and discharge of said mortgage as amended and supplemented, and the Company will promptly thereafter cause such mortgage, as amended and supplemented, to be satisfied of record in all places in which said mortgage or any amendment or supplement thereto has been recorded. The Company further agrees that it will, as soon as practicable, deliver to the Trustee an opinion of counsel to the effect that said mortgage, as amended and supplemented, has been thus satisfied and discharged of record.

SECTION 5.02. The Company covenants that it will duly and punctually pay or cause to be paid the principal of and interest and premium, if any, on all the bonds outstanding hereunder, according to the terms thereof. As the coupons appertaining to said bonds are paid they shall be cancelled. The Company may require the holder of each bond or coupon to furnish such evidence as will enable the Company to determine whether it is required by law to deduct or retain any tax or taxes on the principal or premium or interest payable.

SECTION 5.03. The Company covenants that it will keep an office or agency, while any of the bonds are outstanding, at any and all places at which the principal of or interest on any of said bonds shall be payable, where such bonds as are exchangeable may be exchanged as in Section 2.03 hereof provided, where notices, presentations and demands to or upon the Company in respect of such bonds or coupons as are payable at such places or in respect of this Indenture may be given or made, and where the principal thereof and interest thereon shall be paid. The Company will from time to time give the Trustee written notice of the location of each such office or agency, and in case the Company shall fail to maintain any such office or agency or to give the Trustee written notice of the location thereof, any such notice, presentation or demand in respect of said bonds or coupons or of this

Indenture may be given or made, unless other provision is expressly made herein, to or upon the Trustee at its principal office in the Borough of Manhattan, The City of New York, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Trustee in either of such events, and the principal of and premium and interest on said bonds shall be payable, and such bonds as are exchangeable shall be exchangeable, in either of such events, at said office of the Trustee.

SECTION 5.04. (a) The Company covenants that, if the Company shall appoint a paying agent other than the Trustee, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such paying agent shall agree with the Trustee, subject to the provisions of this Section, (1) that such paying agent will hold in trust for the benefit of the holders of the bonds or of the coupons for interest thereon, as the case may be, or of the Trustee all sums held by such paying agent for the payment of the principal of (and premium, if any) or interest on the bonds (whether such sums have been so paid to such paying agent by the Company or any other obligor on the bonds); and (2) that such paying agent will give the Trustee notice of any default by the Company or any other obligor on the bonds in the making of any deposit with it for the payment of the principal of (and premium, if any) or interest on the bonds, and of any default by the Company in the making of any such payment. Such paying agent shall not be obligated to segregate such sums from other funds of such paying agent except to the extent required by law.

(b) The Company covenants that if the Company shall act as its own paying agent, it will, on or before each due date of the principal (and premium, if any) or interest on the bonds, set aside and segregate and hold in trust for the benefit of the holders of the bonds or of the coupons for interest thereon, as the case may be, or of the Trustee a sum sufficient to pay such principal (and premium, if any) or interest so becoming due, and will notify the Trustee of such action or of any failure to take such action.

(c) Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture, or for any other reason, pay or cause

to be paid to the Trustee all sums held in trust by it or any paying agent as required by this Section, such sums to be held by the Trustee upon the trusts herein contained.

(d) Anything in this Section to the contrary notwithstanding, the agreement to hold sums in trust, as provided in this Section, is subject to the provisions of Article XV hereof.

SECTION 5.05. The Company covenants that it will pay all taxes, assessments and other governmental charges lawfully levied or assessed upon the mortgaged property, or upon any part thereof or upon any income therefrom or upon the interest of the Trustee in the mortgaged property when the same shall become due and payable; that it will duly observe and conform to all valid requirements of any governmental authority relative to any mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held; that it will not suffer any lien to be hereafter created upon the mortgaged property, or any part thereof, or the income therefrom, prior to the lien of these presents, other than excepted encumbrances, and, in the case of property hereafter acquired, prior liens existing thereon at the time of acquisition thereof; that it will not suffer any lien (other than vendor's liens and excepted encumbrances) to be hereafter created upon automobiles or other motor vehicles of the Company, or upon any part of such property or the income therefrom; and that within four months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the lien of this Indenture as a lien or charge upon any of the mortgaged property or the income thereof, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Section contained shall require the Company to pay any such tax, assessment or governmental charge, or to observe or conform to any requirement of governmental authority or to cause to be paid or discharged, or to make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings and if adequate security for the payment or discharge of such tax, assessment, charge or lien shall be provided for by the Company.

SECTION 5.06. The Company covenants that it will keep all the mortgaged property insured against loss or damage, to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, by insurance companies believed by the Company to be responsible, or in whole or in part in the form of one or more insurance funds, created by the Company either alone or in conjunction with other corporations or associations, any loss, except as to materials and supplies and property expressly excepted from the lien and operation of this Indenture and except any loss less than Fifty Thousand Dollars ($50,000), to be made payable to the Trustee as the interest of the Trustee may appear (or to the trustee or other holder of any mortgage or other lien constituting a prior lien if required by the terms thereof). The Company will deliver to the Trustee promptly after the execution of this Indenture and on or before April 30 of each year beginning with the year 1945 an officers' certificate setting forth a description of all insurance policies then outstanding and in force upon the aforesaid property, or any part thereof, including the names of the insurance companies which have issued the policies, and the maturities and amounts thereof, and stating that such insurance complies with the provisions of this Section.

Subject to the provisions of clause (b) of Section 8.08 hereof, all money received by the Trustee under the provisions of this Section shall, subject to the requirements of any mortgage or other lien constituting a prior lien, be held by the Trustee as part of the mortgaged property and subject as aforesaid shall be paid by it to the Company to reimburse the Company for an equal amount spent in the rebuilding or renewal of the property destroyed or damaged, or in the construction of other property subject to the lien of this Indenture (which property shall be bondable property if the property destroyed or damaged was bondable property), upon receipt by the Trustee of an officers' certificate stating the amount so expended and the nature of such renewal or rebuilding or construction and requesting such reimbursement, together with an opinion of counsel that the property so rebuilt or renewed or constructed is subject to the lien hereof to the same extent as was the property so destroyed or damaged, and together with a certificate or opinion of an engineer, appraiser

or other expert stating the fair value to the Company of such renewal or rebuilding or construction. Subject to the provisions of clause (b) of Section 8.08 hereof, any such money not so applied within eighteen months after its receipt by the Trustee, or in respect of which notice in writing of intention to apply the same to the work of rebuilding or renewal or construction then in progress and uncompleted shall not have been given to the Trustee by the Company within such eighteen months, or which the Company shall at any time notify the Trustee is not to be so applied, may thereafter be withdrawn, used or applied in the manner and for the purposes and subject to the conditions provided in Section 9.06 (a) hereof if such money represents the proceeds of insurance on bondable property, and for the purposes, and subject to the conditions provided in Section 9.06 (a) hereof or Section 9.06 (b) hereof, if such money represents the proceeds of insurance on non-bondable property.

The Company covenants that all money directly received by it pursuant to the provisions of this Section will be spent in the rebuilding or renewal of the property destroyed or damaged, or in the construction of other property subject to the lien of this Indenture (which property shall be bondable property if the property destroyed or damaged was bondable property), or will be deposited with the Trustee to be held and disposed of by the Trustee as in the case of money directly received by the Trustee under the provisions of this Section; and the Company covenants that on or before April 30 in each year beginning with the year 1946 it will deliver to the Trustee an officers' certificate stating, with respect to the preceding calendar year ended December 31 (or in the case of the first such certificate, for the fourteen months period subsequent to October 31, 1944) that all money directly received by the Company under the provisions of this Section has been (i) spent in the rebuilding or renewal of the property destroyed or damaged or in the construction of other property subject to the lien of this Indenture, or (ii) has been deposited with the Trustee.

SECTION 5.07. The Company covenants that it will on or before March 31 of each year beginning with the year 1946 deposit with the Trustee an amount in cash equal to one per centum (1%) of the aggregate principal amount of bonds of all series authenticated and delivered by the Trustee pursuant to the provisions of Sections 4.02,

4.03, 4.04 and 4.06 hereof, prior to January 1 of that year; provided, however, that there shall be credited against the amount of cash so required to be deposited with the Trustee (i) an amount not exceeding sixty per centum (60%) of the bondable value of property additions which the Company then elects to make the basis of a credit under this Section, and (ii) the principal amount of refundable prior lien bonds and bonds authenticated and delivered hereunder which might then be made the basis for the authentication and delivery of bonds under the provisions of Sections 4.04 and 4.05 hereof and which the Company then elects to make the basis of a credit under this Section, provided that no bond authenticated and delivered hereunder shall be made the basis of a credit under this Section unless such bond was previously issued by the Company otherwise than by way of pledge.

On or before March 31 of each year beginning with the year 1946, concurrently with the delivery to the Trustee in each such year of the annual officers' certificate of bondable value of property additions, the Company shall deliver to the Trustee an officers' certificate which shall state:

(a) the aggregate principal amount of bonds of all series authenticated and delivered by the Trustee pursuant to the provisions of Sections 4.02, 4.03, 4.04 and 4.06 hereof, prior to January 1 of that year;

(b) the amount of the bondable value of property additions, as shown by such officers' certificate of bondable value of property additions, and the amount which the Company then elects to make the basis of a credit under this Section; and

(c) the aggregate principal amount of refundable prior lien bonds and bonds authenticated and delivered hereunder which might then be made the basis for the authentication and delivery of bonds under the provisions of Sections 4.04 and 4.05 hereof and which the Company then elects to make the basis of a credit under this Section and that each bond authenticated and delivered hereunder which the Company then elects to make the basis of a credit under this Section was previously issued by the Company otherwise than by way of pledge.

In case credit under the provisions of this Section is applied for, as aforesaid upon the basis of refundable prior lien bonds or bonds

authenticated and delivered hereunder, the Company shall comply with the provisions of Sections 4.04 or 4.05 hereof, as the case may be, except the provisions therein relating to Section 4.07 hereof and to Section 4.08 hereof and requiring the filing of a net earnings certificate.

Any credit under this Section shall be in lieu of the right of the Company to the authentication and delivery of bonds on the basis of the refundable prior lien bonds and bonds authenticated and delivered hereunder which are made the basis of such credit.

Subject to the provisions of clause (b) of Section 8.08 hereof, all cash deposited by the Company with the Trustee pursuant to the covenant set forth in this Section shall be held by the Trustee as part of the mortgaged property and may be withdrawn, used or applied in the manner, for the purposes and subject to the conditions provided in Section 9.06(a) hereof; provided, however, that none of the cash so deposited shall be withdrawn on the basis of, or be used or applied by the Trustee for the purchase, payment or redemption of, bonds authenticated and delivered hereunder which have not previously been issued by the Company otherwise than by way of pledge; and provided further that if on any March 15 the Trustee shall hold cash deposited with it pursuant to this section and not theretofore applied as in this Indenture provided, which shall amount to $100,000 or more, such money shall thereafter be used or applied by the Trustee in the purchase or redemption or payment of Bonds as provided in subdivisions (2) and (3) of Section 9.06(a) hereof, except that if the Company shall fail to designate the series to be purchased or redeemed or shall fail to take any other action required in connection with such use or application of such money, the Trustee may do so.

SECTION 5.08. The Company covenants that (a) it will at all times maintain, preserve and keep the mortgaged property, with the appurtenances and every part and parcel thereof, in good repair, working order and condition and equipped with suitable equipment and appliances; (b) it will make regular charges to expense for depreciation (which shall not be less than the minimum provision for depreciation determined as provided in the definition of minimum provision for depreciation in Section 1.05 hereof), and from time to time will make all needful and proper repairs, retirements, renewals and replacements of the mortgaged property; (c) it will not charge to its property,

plant and equipment accounts any expenditures which are properly chargeable to maintenance or repairs or to any other expense account in accordance with any system of accounting required by law to be followed by the Company or, in the absence of such requirement, in accordance with good accounting practice; and (d) it will promptly classify as retired all property that has permanently ceased to be used or useful in the Company's business. Nothing in this Section or elsewhere in this Indenture contained shall be construed to prevent the Company from ceasing to operate any of its plants or any other property, if, in the judgment of the Board of Directors of the Company, it is advisable not to operate the same and the operation thereof shall not be essential to the maintenance and continued operation of the rest of the mortgaged property and the security afforded by this Indenture will not be substantially impaired by the termination of such operation.

Without in anywise limiting the foregoing, the Company covenants that the aggregate amount applied subsequent to December 31, 1944, for property additions (exclusive of property additions acquired by merger, consolidation or dissolution and exclusive of any property included in property additions which within six months prior to the date of acquisition thereof by the Company was used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company) will as of the end of each calendar year, equal the aggregate of the minimum provision for depreciation, determined as aforesaid, for each calendar year subsequent to December 31, 1944; or that, if at the end of any calendar year, it has not subsequent to December 31, 1944, and up to the end of such calendar year, applied for such purposes an amount which is equal to the aggregate of the minimum provision for depreciation for each calendar year subsequent to December 31, 1944, it will, on or before the next succeeding March 31, to the extent of the difference, deposit cash with the Trustee; provided, however, that there shall be credited against the amount of cash so required to be deposited with the Trustee the principal amount of refundable prior lien bonds and bonds authenticated and delivered hereunder which might then be made the basis for the authentication and delivery of bonds under the provisions of Sections 4.04 and 4.05 hereof and which the Company then elects to make the basis of a credit under this Section.

Subject to the provisions of clause (b) of Section 8.08 hereof, all cash deposited by the Company with the Trustee pursuant to the covenants set forth in this Section shall be held by the Trustee as part of the mortgaged property but may, at any time or from time to time during the next succeeding three years, be withdrawn by the Company in an amount equal to any available maintenance credit upon delivery to the Trustee of the written order of the Company evidenced by a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers and of an officers' certificate stating that the Company is not, to the knowledge of the signers, in default in the performance of any of the covenants on its part to be performed under this Indenture. If such cash shall not be so withdrawn within the next succeeding three years after the same shall have been so deposited by the Company with the Trustee, it shall thereafter be used or applied by the Trustee in the manner, for the purposes and subject to the conditions provided in subdivisions (2) and (3) of Section 9.06 (a) hereof.

Subject to the provisions of Sections 14.02 and 14.03 hereof, the Trustee may accept any maintenance certificate and any other documents delivered to it under this Section as conclusive evidence of any matter or fact therein set forth, and, subject as aforesaid, shall not incur any liability or responsibility for any action taken or omitted to be taken in reliance thereon.

SECTION 5.09 The Company covenants that it will, subject to the provisions of the last sentence of the first paragraph of Section 5.08 hereof and of Article XIII hereof, at all times maintain its corporate existence and right to carry on business, and that it will take such action as may be necessary or advisable to preserve and maintain its rights to conduct its business in the States where it shall be conducting its business and will use its best efforts to procure and maintain in force and effect such franchises, ordinances, permits or other grants by or contracts with any municipal, county, State or other governmental authority as shall be required for such purpose.

SECTION 5.10. The Company covenants that if it shall fail to perform any covenants contained in Section 5.05, 5.06 or 5.09 hereof, the

Trustee may make advances to perform the same in its behalf, but, subject to the provisions of Sections 14.02 and 14.03 hereof, shall be under no obligation so to do unless requested so to do by the holders of not less than a majority in principal amount of the bonds then outstanding hereunder and furnished with funds adequate for the purpose and for the payment of any expense incurred in connection with such performance; and all sums so advanced shall be at once repayable by the Company, and shall bear interest at the rate of six per centum (6%) per annum until paid, and all sums so advanced with the interest thereon shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by the bonds and coupons issued hereunder, but no such advance shall be deemed to relieve the Company from any default hereunder.

SECTION 5.11. The Company covenants that it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, and to make subject to the lien hereof any property hereafter acquired and intended to be covered hereby, and to transfer to any new trustee or trustees or co-trustee or co-trustees the estate, powers, instruments or funds in trust hereunder.

The Company covenants that in the event that it should use any of the real estate expressly excepted from the lien hereof in the operation of its electric or steam business, it will forthwith subject said real estate to the lien hereof and deliver such further instruments and do such further acts as may be necessary or proper to carry out such purpose.

SECTION 5.12. The Company covenants that it will cause this Indenture, and each supplemental indenture or instrument purporting to create a lien upon property to secure the bonds, to be promptly recorded and filed and re-recorded and refiled in such manner and in such places as may be required by law in order to fully make effective and maintain the lien intended to be created thereby and to preserve and protect the security of the bondholders and all rights of the Trustee, and that it will furnish to the Trustee:

(1) Promptly after the execution and delivery of this Indenture and of each supplemental indenture or other instrument

purporting to create such lien, an opinion of counsel either stating that in the opinion of such counsel this Indenture or such supplemental indenture or instrument has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective, and

(2) On or before April 30 of each year, beginning with the year 1945, an opinion of counsel either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording and refiling of this Indenture and of each supplemental indenture or other instrument purporting to create such lien as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

It shall be a compliance with clauses (1) and (2) of this Section if (a) the opinion of counsel therein required to be delivered to the Trustee shall state (i) that the indentures or other instruments which may be the subject matter of any such opinion have been received for recordation or filing or re-recording or refiling in each jurisdiction in which in the opinion of such counsel they are respectively required to be recorded or filed or re-recorded or refiled and (ii) that, in the opinion of such counsel, no further action is necessary to make effective the lien intended to be created by such indentures or other instruments, and (b) such opinion is delivered to the Trustee within such time, following the date of the execution and delivery of the respective indentures or other instruments which may be the subject matter of such opinion, as shall be practicable, having due regard to the number and distance of the jurisdictions in which the same are required to be recorded or filed or re-recorded or refiled.

SECTION 5.13. The Company covenants that books of record and account will be kept, in which full, true and correct entries will be made, of all dealings or transactions of, or in relation to, the plants, properties, business and affairs of the Company, and that all books, documents and vouchers relating to the plants, properties, business and

affairs of the Company shall at all reasonable times be open to the inspection of such reputable accountant or other agent of recognized standing as the Trustee may from time to time designate, and that the Company will bear all expenses of any such inspection.

SECTION 5.14. The Company covenants that it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of all indentures supplemental hereto and of the bonds issued hereunder.

SECTION 5.15. The Company covenants that upon the cancellation and discharge of any prior lien, or upon the release in any other way of prior lien bonds deposited with the trustee or other holder of any other prior lien, it will (subject to the requirements of any mortgage or other lien securing such prior lien bonds) cause any prior lien bonds held by the trustee or other holder of the prior lien so cancelled or discharged, or any prior lien bonds so released in any other way to be cancelled or at the option of the Company, to be deposited with the Trustee hereunder to be held under the provisions of Article VII hereof, provided that such prior lien bonds may be deposited with the trustee or other holder of some other prior lien (upon the same property as that mortgaged or pledged to secure the prior lien bonds so deposited) if required by the terms thereof; and that, upon the cancellation and discharge of any prior lien, it will cause any cash or securities (other than prior lien bonds) held by the trustee or other holder of such prior lien to be deposited with the Trustee hereunder (unless such cash or securities are required to be deposited with the trustee or other holder of some other prior lien upon the same property) to be held as part of the mortgaged property to be withdrawn, used or applied, in the same manner, to the extent, and for the purposes and subject to the conditions provided in Article IX hereof.

SECTION 5.16. The Company covenants that it will not certify to the Trustee as property additions any property subject to a prior lien, (a) if thereby the aggregate principal amount of refundable prior lien bonds then outstanding would be increased to an amount exceed-

ing fifteen per centum (15%) of the aggregate principal amount of (i) all bonds outstanding hereunder at the date of such certification and (ii) all bonds which might then be authenticated and delivered hereunder pursuant to the provisions of Sections 4.03, 4.04 and 4.05 hereof, or (b) if the principal amount of outstanding prior lien bonds secured by a prior lien upon the property which would otherwise be certified shall exceed sixty per centum (60%) of the fair value to the Company of said property.

The Company covenants that it will not permit the issue of additional prior lien bonds unless (1) the additional bonds representing such increase shall be issued upon transfer of or in exchange for or in lieu of outstanding bonds on the exercise by a holder or holders of such outstanding bonds of a right granted by the prior lien securing such bonds to have such bonds issued, provided such right existed at the date of acquisition by the Company of the property subject to such prior lien, or unless (2) the additional bonds representing such increase shall be deposited with the Trustee to be held under the provisions of Article VII hereof or unless (3) the additional bonds representing such increase shall be deposited with the trustee or other holder of a prior lien upon the same property as that mortgaged or pledged to secure the prior lien bonds so deposited (under conditions such that no transfer of ownership or possession of such bonds representing such increase by the trustee or other holder of such prior lien is permissible except to the Trustee hereunder to be held subject to the provisions of Article VII hereof, or to the trustee or other holder of some other prior lien upon the same property for cancellation or to be held uncancelled under the terms of such other prior lien under like conditions); that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds, or the withdrawal of cash, or the release of property, or for a credit under the provisions of Section 5.07 or 5.08 hereof by reason of the deposit with the Trustee or the trustee or other holder of a prior lien of prior lien bonds in accordance with the provisions of this Section; and that it will not apply under any provision of any prior lien for the withdrawal of cash or securities held by the trustee or other holder of such prior lien, unless such cash or securities (other than prior lien bonds the withdrawal of which shall be governed by Section 5.15 hereof) so withdrawn shall be deposited with the Trustee hereunder (unless cash or

securities are required to be deposited with the trustee or other holder of some other prior lien upon the same property), to be held as part of the mortgaged property to be withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Article IX hereof.

The Company covenants that it will not reissue or otherwise dispose of any refundable prior lien bonds which it may acquire, provided that nothing in this paragraph shall prevent the Company from making such disposition of refundable prior lien bonds which it may acquire as will cause such refundable prior lien bonds no longer to be outstanding.

SECTION 5.17. The Company covenants that it will not permit any default in the payment of principal of, or premium, if any, or interest on any prior lien bonds and it will not permit any default under any prior lien to occur or to continue beyond the period of grace, if any, specified in any such prior lien if thereby the trustee or other holder of such prior lien will become entitled to foreclose or otherwise enforce the same, and it will at all times protect the Company's title to the mortgaged property and every part thereof against loss by reason of any foreclosure or other proceeding to enforce any such prior lien; provided, however, that nothing herein contained shall be construed to prevent the extension or renewal of any prior lien bonds nor to prevent any waiver of any default thereunder (other than a default in the payment of interest).

SECTION 5.18. The Company covenants that it will, whenever necessary to avoid or fill a vacancy in the office of Trustee, appoint, in the manner provided in Section 14.18 hereof, a Trustee so that there shall at all times be a Trustee eligible under Section 14.01 hereof.

SECTION 5.19. The Company covenants that it will not consolidate with or merge into or sell, convey or lease its property substantially as an entirety to any other corporation except upon the conditions prescribed in Article XIII hereof.

SECTION 5.20. The Company covenants that it will, whenever requested by the Trustee, or whenever requested in writing by the holders of a majority in principal amount of bonds then outstanding hereunder,

but in any event not more often than once in every two years, cause an examination of the mortgaged property (other than nonbondable property) to be made by an independent engineer. Such independent engineer, within a reasonable time from the date of his appointment, shall deliver to the Trustee and the Company a certificate stating whether or not the mortgaged property (other than nonbondable property and other than property which has been retired) is in general being maintained in good physical condition and in a state of good operating efficiency for the purposes of the Company, and stating what, if any, mortgaged property (other than nonbondable property) which is no longer used or useful in the Company's business has not been recorded as retired on the books of the Company. If such certificate shall state that the mortgaged property (other than nonbondable property and other than property which has been retired) in general is not being so maintained, it shall state clearly the character and extent and the estimated cost of making good such deficiency and the estimated time reasonably necessary to make good such deficiency, and said certificate shall be open to inspection by any bondholder at any reasonable time.

Unless the Company, within thirty (30) days after the filing of such certificate by an independent engineer notifies the Trustee in writing that it does not consent to and approve any of the statements in said certificate, specifying the same, all of said statements shall be deemed consented to and approved by the Company; and if the Company does so notify the Trustee, the statements not so consented to and approved shall be forthwith referred to three (3) arbitrators selected in the following manner. The Trustee within ten (10) days after the receipt of such notice from the Company shall name one arbitrator and give notice of such selection to the Company. Within ten (10) days after receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Trustee, and failure so to do shall entitle the Trustee to name an arbitrator to represent the Company. The two thus selected shall, within ten (10) days after the appointment of the arbitrator representing the Company, select a third arbitrator, but if said arbitrators are unable, within said ten (10) days, to agree upon such third arbitrator, then, upon the election of either the Company or the Trustee, any District Judge of the United States of America for the District in which the Trustee

has its principal place of business may appoint such third arbitrator, upon application to said District Judge by either party after five (5) days' notice thereof to the other party. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Trustee and a copy thereof delivered to the Company, and shall be binding upon the Trustee, the Company and the bondholders.

Pending the final determination pursuant to the foregoing provisions of this Section as to whether or not the mortgaged property (other than nonbondable property and other than property which has been retired) is in general being maintained in good physical condition and in a state of good operating efficiency for the purposes of the Company, and as to whether or not mortgaged property (other than nonbondable property) which is no longer used or useful in the Company's business has been recorded as retired on the books of the Company, no statement contained in any certificate of any independent engineer filed with the Trustee pursuant to this Section shall be deemed to be in any wise evidence or proof of the failure of the Company to comply with the provisions of this Indenture.

The Company further covenants and agrees that, if such certificate (consented to and approved as aforesaid) or decision, as the case may be, shall state that such a maintenance deficiency exists, the Company will with all reasonable speed make such repairs and/or do such other maintenance work as may be necessary to make good such deficiency; whereupon the Company shall cause such independent engineer or arbitrators, as the case may be (or, in the case of his or their refusal or inability to act, some other independent engineer) to deliver to the Trustee and the Company a certificate stating that such deficiency has been made good.

The Company further covenants and agrees that if such certificate (consented to and approved as aforesaid) or decision, as the case may be, shall state that there has not been recorded as retired on the books of the Company mortgaged property (other than nonbondable property) which is no longer used or useful in the Company's business, it will forthwith make appropriate entries on its books recording the retirement of such property and will deliver to the Trustee an officers' certificate stating that such entries have been made.

All expense incurred under this Section shall be borne by the Company.

SECTION 5.21. The Company covenants that it will file with the Trustee, on or before April 30 of each year, beginning with the year 1945, an officers' certificate stating that, except as may be set forth to the contrary in such certificate, the Company has complied with all of the provisions of this Indenture and as of the date of the certificate is not in default with respect to any of its covenants contained in this Indenture. Each certificate furnished to the Trustee, pursuant to the provisions of this Section, shall conform to the requirements of Section 3.01 hereof.

SECTION 5.22. The Company covenants that, so long as any of the Bonds of the 1974 Series shall be outstanding, it will not declare or pay any dividends (except a dividend in shares of its own common stock) upon its common stock, or make any other distribution (by way of purchase, or otherwise) to the holders thereof, except a payment or distribution out of earned surplus of the Company accumulated subsequent to October 31, 1944; and that it will not permit any subsidiary of the Company to purchase any shares of common stock of the Company.

For the purpose of this Section, in determining earned surplus of the Company accumulated subsequent to October 31, 1944, no charge or credit to earned surplus shall be made with respect to excessive or deficient accruals to income for taxes with respect to any period prior to November 1, 1944, and operating expenses shall include all proper charges for the maintenance and repair of the property of the Company and appropriations for the retirement or depreciation of property used in its electric and steam business of not less than the amount of the minimum provision for depreciation determined as provided in Section 1.05 hereof.

ARTICLE VI.

BONDHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEES.

SECTION 6.01. The Company covenants that it will furnish, or cause to be furnished to the Trustee between June 15 and July 1 and between December 15 and January 1 in each year beginning with the period between June 15 and July 1 in the year 1945,

and at such other times as the Trustee may request in writing, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company, or any of its paying agents other than the Trustee, as to the names and addresses of the holders of bonds obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than fifteen days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

SECTION 6.02. (a) The Trustee shall preserve in as current a form as is reasonably practicable all information as to the names and addresses of the holders of the bonds outstanding under this Indenture (1) contained in the most recent list furnished to it, as provided in Section 6.01 hereof, (2) received by it in the capacity of paying agent, if so acting, with respect to any of the bonds outstanding under this Indenture, and (3) filed with it within the two preceding years pursuant to the provisions of paragraph (2) of subdivision (c) of Section 6.04 hereof.

The Trustee may (1) destroy any list furnished to it as provided in said Section 6.01 upon receipt of a new list so furnished to it; (2) destroy any information received by it as paying agent, if so acting, upon delivering to itself as Trustee, not earlier than forty-five days after an interest payment date of the bonds, a list containing the names and addresses of the holders of bonds obtained from such information since the delivery of the next previous list, if any; (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent, if so acting, upon receipt of a new list so delivered; and (4) destroy any information received by it pursuant to the provisions of paragraph (2) of subsection (c) of said Section 6.04 but not until two years after such information has been filed with it.

(b) In case three or more holders of bonds (hereinafter referred to as "applicants") apply in writing to the Trustee and furnish to the Trustee reasonable proof that each such applicant has owned a bond outstanding under this Indenture for a period of at least six months preceding the date of such application, and such application

states that the applicants desire to communicate with other holders of bonds with respect to their rights under this Indenture or under the bonds, and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall within five business days after the receipt of such application, at its election, either

(1) afford to such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of subsection (a) of this Section and to a list of the names and addresses of holders of registered bonds; or

(2) inform such applicants as to the approximate number of holders of bonds whose names and addresses appear in the information preserved at the time by the Trustee, in accordance with the provisions of subsection (a) of this Section, and the approximate number of holders of registered bonds, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each bondholder whose name and address appear in the information preserved at the time by the Trustee, in accordance with the provisions of subsection (a) of this Section and to each holder of a registered bond, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of such mailing, unless within five days after such tender, the Trustee shall mail to such applicants and file with the Securities and Exchange Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the holders of bonds or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections, or if, after the entry of an order sustaining one or more of

such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise, the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Neither the Trustees nor any paying agents shall be held accountable by reason of the disclosure of any information or the mailing of any material pursuant to any request made under subsection (b) of this Section regardless of the source from which such information was derived or such material was obtained.

SECTION 6.03. The Company covenants and agrees

(1) To file with the Trustee, within fifteen days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports, and of the information, documents and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports, pursuant to either of such Sections, then to file with the Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) To file with the Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for

in this Indenture as may be required from time to time by such rules and regulations;

(3) To transmit to the holders of bonds outstanding under this Indenture, within thirty days after the filing thereof with the Trustee (or at such other time as shall be fixed by the Securities and Exchange Commission) and in the manner and to the extent provided in subsection (c) of Section 6.04 hereof with respect to reports pursuant to subdivision (a) of said Section, such summaries of any information, documents and reports required to be filed by the Company, pursuant to subsections (1) and (2) of this Section, as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission;

(4) If at any time hereafter the Company shall not be required to file copies of its annual report with the Securities and Exchange Commission, to file with the Trustee within one hundred twenty days after the close of each fiscal year a statement signed by the Treasurer or an Assistant Treasurer or the Comptroller or an Assistant Comptroller of the Company and an independent certified or public accountant showing its financial condition and giving reasonably detailed information as to its assets and liabilities and its earnings and operating expenses; and

(5) To furnish to the Trustee (a) with or as a part of each annual report and each other document or report filed with the Trustee pursuant to subsection (1) or (2) of this Section, an officers' certificate stating that in the opinion of the officers making such certificate such annual report or other document or report complies with the requirements of such subsection (1) or (2); and (b), after the Company shall have mailed to the holders of bonds any summary of information, documents or reports pursuant to subsection (3) of this Section, an officers' certificate stating that in the opinion of the officers making such certificate such summary complies with the requirements of such subsection (3).

SECTION 6.04. (a) On or before January 1, 1946, and on or before January 1 in every year thereafter, so long as any bonds are outstanding hereunder, the Trustee shall transmit to the bondholders as here-

inafter provided, a brief report dated as of the preceding November 1 with respect to

(1) Its eligibility and its qualifications under Sections 14.01 and 14.14 hereof, or in lieu thereof, if to the best of its knowledge the Trustee has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) The character and amount of any advances (and, if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee, as such, which remain unpaid on the date of such report and for the reimbursement of which the Trustee claims or may claim a lien or charge prior to that of the bonds upon the mortgaged property, or upon property or funds held or collected by it as Trustee if such advances so remaining unpaid aggregate more than one-half of one per centum (½ of 1%) of the aggregate principal amount of bonds outstanding under this Indenture on the date of such report;

(3) The amount, interest rate and maturity date of all other indebtedness owing by the Company, or any other obligor on the bonds secured hereby, to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraph (2), (3), (4) or (6) of subsection (b) of Section 14.15 hereof;

(4) The property and funds physically in the possession of the Trustee, as such, or of a depositary for it on the date of such report;

(5) Any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which it has not previously reported; provided, however, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to one per centum (1%) of the principal amount of bonds then outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate

amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(6) Any additional issue of bonds issued under this Indenture which it has not previously reported; and

(7) Any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which, in its opinion, materially affects the bonds outstanding under this Indenture, or materially affects the mortgaged property, except action in respect of a default, notice of which has been or is to be withheld by the Trustee, in accordance with the provisions of Section 10.02 hereof.

(b) The Trustee shall transmit to the bondholders as hereinafter provided a brief report with respect to:

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by Section 9.03 or 9.04 hereof is less than ten per centum (10%) of the principal amount of bonds outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety days after such time; and

(2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee, as such, since the date of the last report transmitted pursuant to the provisions of subsection (a) of this Section (or if no such report has yet been so transmitted, since the date of execution of this Indenture), for the reimbursement of which the Trustee claims or may claim a lien or charge prior to that of the bonds on the mortgaged property or on property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this paragraph, if such advances remaining unpaid at any time aggregate more than ten per centum (10%) of the principal amount of bonds outstanding at such time, such report to be transmitted within ninety days after such time.

(c) Reports, pursuant to this Section, shall be transmitted by mail

(1) to all registered holders of bonds outstanding under this Indenture as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of bonds outstanding under this Indenture as have, within the two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to subsection (b) of this Section, to each bondholder whose name and address is preserved at the time by the Trustee, as provided in subsection (a) of Section 6.02 hereof.

(d) A copy of each such report shall, at the time of such transmission to the bondholders, be filed by such Trustee with each stock exchange upon which any of the bonds are listed, and also with the Securities and Exchange Commission.

ARTICLE VII.

Concerning Prior Lien Bonds Deposited with Trustee.

Section 7.01. Each prior lien bond in coupon form deposited with the Trustee shall have all unmatured coupons attached when so deposited, or shall be accompanied by evidence satisfactory to the Trustee (which may be a certificate of the trustee or other holder of the prior lien securing the same) that the discharge of the lien securing such prior lien bond may be obtained without the production of any coupon or coupons that may be missing; and each prior lien bond so deposited shall be uncancelled. Each prior lien bond deposited hereunder shall be in bearer form or accompanied by appropriate instruments of transfer; and the Trustee may cause any or all registered prior lien bonds to be registered in its name as Trustee, or otherwise, or in the name or names of its nominee or nominees.

Section 7.02. All prior lien bonds received by the Trustee for the purpose of this Article VII shall be held by the Trustee as part of the mortgaged property and without impairment of the obligation repre-

sented thereby or the lien thereof for the protection and further security of the bonds. Except during the continuance of a completed default specified in Section 10.01 hereof, no payment by way of interest or otherwise on any of the prior lien bonds held by the Trustee shall be made or demanded and the coupons thereto appertaining as they mature shall be cancelled by the Trustee and delivered so cancelled to the Company, unless the Company shall direct with respect to any of such prior lien bonds, to have such payments made and demanded, in which event the Company shall, subject to the provisions hereinafter in this Section contained, be entitled to receive all such payments. In any event, except during the continuance of a completed default as aforesaid, all moneys received by the Trustee (a) on account of the principal of or interest or premium on said prior lien bonds, or (b) by reason of the sale or delivery of any of said bonds to the sinking fund or other similar device for the retirement of bonds provided for in any prior lien securing the same (as to both (a) and (b) above to the extent that an officers' certificate delivered to the Trustee shall state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, bondable property, including the proceeds of and substitutes for any thereof), shall be paid over by the Trustee to or upon the written order of the Company; provided that if and to the extent that such officers' certificate shall not state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain or purchase of, or of the other disposition or change of, bondable property, including the proceeds of and substitutes for any thereof, the same shall be retained by the Trustee and held as part of the mortgaged property, and may be, subject to the provisions of clause (b) of Section 8.08 hereof, withdrawn, used or applied, in the manner, for the purposes, and subject to the conditions provided in Section 9.06 (a) hereof.

SECTION 7.03. Except during the continuance of a completed default specified in Section 10.01 hereof, the Trustee, if so directed by the Company, shall cause any prior lien bonds held by it to be cancelled, and the obligation thereby evidenced to be satisfied and discharged, provided, however, that it shall have received notice from the trustee or other holder of the lien securing the same that such trustee or other holder, on receipt of the prior lien bonds so held by the

Trustee, will cause the lien securing the same to be satisfied and discharged of record, and provided, further, that the Trustee shall not be required to cause any bonds so held by it to be cancelled or to be surrendered for cancellation pursuant to the provisions of this Section, unless and until the Trustee shall have received an opinion of counsel to the effect that there is no outstanding lien (other than excepted encumbrances) covering any part of the property upon which such lien exists junior to such lien and senior to the lien of this Indenture; and upon similar direction, the Trustee shall sell or surrender any prior lien bonds held by it subject to this Article VII to the trustee or other holder of the prior lien securing the same for cancellation, or to be held uncancelled for the purposes of any sinking fund or other similar device for the retirement of bonds for which provision may have been made in the prior lien securing the prior lien bonds so sold or surrendered, provided, however, that no such prior lien bonds shall be sold or surrendered except for cancellation as aforesaid, until the Trustee shall have received (i) an opinion of counsel to the effect (a) that the provisions of the prior lien securing the prior lien bonds so to be sold or surrendered are such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such prior lien is permissible thereunder except to the Trustee hereunder, to be held subject to the provisions of this Article VII, or to the trustee or other holder of a prior lien upon the same property, for cancellation or to be held uncancelled under the terms of such prior lien under like conditions, or (b) that all of the property subject to the prior lien, with respect to which such prior lien bonds have been deposited with the Trustee, has been released from the lien of this Indenture, which shall be stated in any event if such be the fact and (ii) an officers' certificate stating that all conditions precedent, specified in this Indenture, to the right of the Company to have said prior lien bonds so sold or surrendered have been complied with; and provided further that if all of the property subject to the prior lien securing prior lien bonds deposited with the Trustee, shall be released from the lien of this Indenture, such prior lien bonds shall be cancelled or surrendered to the trustee or other holder of such prior lien for cancellation.

SECTION 7.04. Unless a completed default specified in Section 10.01 shall have occurred, the Trustee may exercise, but only with the consent of the Company, and upon the occurrence of any completed

default specified in Section 10.01 hereof, the Trustee may exercise in its absolute discretion, without the consent of the Company, any and all rights of a bondholder with respect to the prior lien bonds then held by the Trustee or may take any other action which shall in its judgment be desirable or necessary to avail of the security created for such prior lien bonds by the prior liens securing the same. The Trustee shall be reimbursed from the trust estate for all expenses by it properly incurred by reason of any such action taken, without negligence or bad faith, with interest upon all such expenditures at the rate of six per centum (6%) per annum; and the amount of such expenses and interest shall, until repaid, constitute a lien upon the mortgaged property prior to the lien of the bonds and coupons issued hereunder.

ARTICLE VIII.

Redemption or Purchase of Bonds.

Section 8.01. The bonds of any series issued hereunder which are, by their terms, redeemable before maturity may, at the option of the Company, be redeemed at such times, in such amounts, at such prices and on such terms as may be specified with respect to the bonds of such series. Except as otherwise provided with respect to the bonds of any particular series, the procedure for redemption of bonds of all series which are by their terms redeemable before maturity shall be as hereinafter in this Article VIII provided.

Section 8.02. In case the Company shall desire to redeem all, or, as the case may be, any part of the bonds of a particular series in accordance with the right reserved so to do, it shall publish a notice of such redemption, as to the bonds of the 1974 Series, in a daily newspaper of general circulation in the Borough of Manhattan, The City of New York, for such period of time before the date fixed for redemption as is specified in Section 2.07 hereof, and, as to bonds of any other series, in such daily newspaper or newspapers and for such periods as may be fixed with respect to the bonds of such other series in the resolution of the Board of Directors of the Company creating such other series. It shall not be necessary for any or all of such publications to be made in the same newspaper or on the same day in each week.

Such notice shall specify the series of bonds to be redeemed, the date fixed for redemption and the redemption price at which bonds are to be redeemed, and shall state that payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the bonds so to be redeemed will be made at the office or agency or at the offices or agencies of the Company at which the principal of the bonds is payable and that on and after said date interest thereon will cease to accrue. A copy of such notice shall be mailed by the Company at least thirty days prior to such redemption date to the Trustee and to the registered holders of fully registered bonds and of coupon bonds registered as to principal, so to be redeemed, at their last addresses as they shall appear upon the bond registry books, but failure to give or receive such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of the bonds.

If the bonds to be redeemed are bonds of a series of which there are outstanding only fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, a copy of such notice shall be mailed to each such registered holder directed to his registered address at such time as may be stated in the bonds of such series.

If the Company shall elect to redeem less than all of the bonds of any series then outstanding, it shall give the Trustee adequate notice in advance as to the aggregate principal amount of the bonds of such series to be redeemed, and thereupon the Trustee shall draw by lot, in such manner as it shall deem appropriate (and for that purpose the Company will, upon request of the Trustee, close for a period not exceeding ten days the bond registry books), the aggregate principal amount of bonds to be redeemed and shall thereafter promptly notify the Company in writing of the numbers of the bonds so drawn. The notice of redemption shall specify the numbers of coupon bonds so drawn and, if any numbers so drawn shall be numbers of outstanding fully registered bonds, the respective numbers of such fully registered bonds, and in case of any fully registered bond which is to be redeemed in part only the notice shall specify the serial number of such bond and the portion (which portion shall constitute One Thousand Dollars ($1,000) or a multiple thereof) of the principal

amount thereof to be redeemed and shall state that on and after the redemption date, upon surrender of such fully registered bond endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered without charge in exchange therefor. After the date fixed for such redemption, money having been deposited or its application having been directed as provided in Section 8.03 hereof, interest shall be payable only on the portion of said registered bond not so called for redemption and only such portion shall continue to be entitled to the benefit of the lien of this Indenture, and the Company shall be under no further liability with respect to the portion thereof so called for redemption.

If at the time of publication or mailing of any 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 bonds, to redeem all of the bonds called for redemption, including accrued interest to such date fixed for redemption, such notice shall state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are so received before such date.

SECTION 8.03. Subject to the provisions of the last paragraph of Section 8.02 hereof, in the event that the Company shall complete the giving of notice of its intention to redeem any bonds so redeemable, the Company shall, and it hereby covenants that it will, before the redemption date specified in such notice, deposit with the Trustee a sum of money sufficient to redeem all such bonds or portions of bonds so to be redeemed on such date or irrevocably direct the Trustee to apply, from money held by it available to be used for the redemption of bonds, a sum of money sufficient to redeem such bonds or portions of bonds. If the Company shall fail so to deposit or direct the application of the money for such redemption, such failure shall constitute a completed default under this Indenture on the redemption date specified in such notice and the said bonds or portions of bonds so called for redemption shall immediately become due and payable, and the holders of said bonds or portions of bonds shall be entitled to receive and the Company shall be obligated to pay the redemption price of

said bonds or portions of bonds and thereupon and without the lapse of any period of time all the remedies provided for in Article X hereof with respect to a default in the payment of principal of bonds outstanding hereunder shall be available to and enforceable by the Trustee. If publication of notice of redemption shall have been completed and the money necessary to redeem the bonds or portions of bonds specified in such notice shall have been deposited with the Trustee (or the Trustee shall have been irrevocably directed to apply from money held by it available to be used for the redemption of bonds the money necessary for such redemption), such bonds or portions of bonds shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after such date of redemption interest on the bonds or portions of bonds so called for redemption shall cease to accrue, and the coupons for such interest shall be void. On presentation and surrender of such bonds at said place or places of payment in said notice specified with all unmatured coupons, if any, thereto appertaining, they shall be paid and redeemed by the Company at the applicable redemption price, together with interest accrued thereon to the date fixed for redemption. Coupons maturing prior to the redemption date shall remain payable in accordance with their terms. In any case where the redemption date is an interest payment date, the coupons maturing on such date on the coupon bonds called for redemption may be detached by the holders thereof and presented for payment in the usual manner. Upon presentation of any bond which is redeemed in part only, the Company shall execute and the Trustee shall authenticate and deliver to the registered holder thereof, at the expense of the Company, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of the bond so presented.

SECTION 8.04. All moneys deposited by the Company with the Trustee under the provisions of this Article VIII for the redemption of bonds or which the Company directs shall be applied by the Trustee to the redemption of bonds and all moneys deposited with the Trustee for payment of the principal of or interest on any of such bonds, shall, subject to the provisions of Section 15.04 hereof, be held by the Trustee in trust for account of the holders of the bonds and

portions of bonds so to be redeemed. Upon deposit with the Trustee in trust of moneys sufficient to pay the principal of any of the bonds (or portions of fully registered bonds) plus all interest which will become payable on such bonds to the date on which they become due and payable, at maturity or upon redemption or otherwise, plus the redemption premium, if any thereon, and, if such bonds have been or are to be called for redemption, upon furnishing to the Trustee of proof satisfactory to it that the giving of notice of redemption has been completed or making of provision satisfactory to the Trustee for the giving of such notice, said bonds or portions of bonds shall cease to be secured by the lien of this Indenture and, in the case of redemption, coupons for interest, if any, maturing subsequent to the redemption date shall be void.

SECTION 8.05. If the redemption date be a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the redemption price and interest payable upon redemption may be made on the next succeeding day, not a legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if made on the nominal redemption date, and no interest shall accrue for the period after the nominal redemption date.

SECTION 8.06. At any time, upon the request of the Company, the Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the cash held by it as part of the mortgaged property (other than cash held by it in trust for the payment or redemption of specific bonds or for the payment of specific interest) or any cash deposited with it by the Company for the purpose, to the purchase of bonds then outstanding hereunder of such series and not exceeding such aggregate principal amount as the Company may designate at a price not exceeding the current redemption price of such bonds as shall be by their terms redeemable before maturity, or at not more than one hundred and five per centum (105%) of the principal of bonds not so redeemable, plus accrued interest. The aggregate principal amount of bonds so designated by the Company shall not exceed the aggregate amount of cash held by the Trustee and requested by the Company to be so applied. Before making any such purchase the Trustee may, and upon request of the Company shall, by

notice published once in each of two successive calendar weeks (on any business day in the week) in at least one daily newspaper of general circulation in the Borough of Manhattan, The City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series and not exceeding the aggregate principal amount designated by the Company then outstanding hereunder; and the Trustee, out of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices most favorable to the Company, and reasonable notice shall be mailed by the Trustee to the holder or holders of the bonds whose proposals may be accepted. If all of the bonds of the series designated by the Company are fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, a copy of such notice shall be mailed to each such registered holder directed to his registered address at least fourteen days before the date for the receipt of proposals specified in such notice. The Trustee may also in its discretion, and upon request of the Company so to do, shall, invite offers of bonds for sale to it in any other usual manner. The Company shall have the right to tender bonds for sale by it to the Trustee under any of the foregoing provisions of this Section. Should there be two or more proposals at the same price aggregating more than the amount which the Trustee has available for such purchases, after having accepted all proposals at lower prices, the Trustee shall use the amount so available, by acceptance of proposals, so as to acquire, as nearly as may be, the requisite amount of bonds at the lowest cost possible, in such manner as the Trustee shall in its discretion determine. The Trustee may reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds or any part thereof from the Company or others at a more favorable price than it could by accepting said proposals. All offers by holders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all advertisements for written proposals shall so state.

The term "current redemption price" as used in this Section with respect to the bonds of any particular series shall be deemed to be the current redemption price at which bonds of such series are redeemable other than in the manner provided in Section 8.08 hereof.

SECTION 8.07. If pursuant to the provisions of this Article VIII, the Trustee shall purchase or redeem any bonds issued hereunder at a price in excess of the principal amount thereof, the Company covenants that it will pay promptly to the Trustee upon request an amount in cash equal to such excess, unless it shall already have deposited the amount of any such excess with the Trustee; and if the Trustee pursuant to the provisions of Section 8.06 hereof shall purchase any bonds issued hereunder at a price less than the principal amount thereof, the Trustee shall promptly pay to the Company an amount in cash equal to the difference between the principal amount of the bonds so purchased and the price paid therefor.

SECTION 8.08. All bonds of all series shall be redeemable as a whole on any date upon such notice (not less than thirty (30) days and not exceeding ninety (90) days) and at such redemption prices (together with accrued interest to the date of redemption) as may be specified in the respective forms of bonds (and, in the case of bonds of series other than the 1974 Series as may be fixed with respect thereto in the respective resolutions of the Board of Directors of the Company creating such series) upon the occurrence of either of the following events, namely:

(a) All the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company shall elect to redeem all of the bonds of all series at the respective applicable redemption price or prices (together with accrued interest to the date of redemption), the redemption date to be a date not more than one hundred twenty (120) days after the date on which all said stock is so acquired. At the time of any such election the Company shall deliver to the Trustee an officers' certificate stating that all said stock was acquired by a governmental body or instrumentality on a date therein specified, and that said date is not more than one hundred twenty (120) days before the date so fixed for redemption.

(b) All or substantially all the mortgaged property constituting bondable property which at the time shall be subject to the lien of this Indenture as a first lien shall be released from the lien of this Indenture pursuant to Section 9.03 or Section

9.05 hereof, or both, in which event the Company shall be deemed to have elected to redeem all the bonds of all series at the respective applicable redemption price or prices (together with accrued interest to the date of redemption) on a date determined by the Trustee in its discretion to be the earliest practicable redemption date after the receipt by the Trustee of all the cash which the Trustee is entitled to receive pursuant to Sections 9.03 and 9.05 in respect of the release of all such property. Notice of such redemption shall be given by the Company or by the Trustee for and on behalf and in the name of the Company. If the cash so received by the Trustee (and all other cash then held by the Trustee as such, except funds held in trust for the benefit of the holders of specific bonds and coupons) is not sufficient to effect the redemption of all the bonds of all series as aforesaid and to pay all amounts owing to the Trustee under Section 14.11 hereof (including fees and expenses to be incurred by the Trustee in connection with such redemption), the Company covenants, within five (5) days after the receipt by the Trustee of all cash which the Trustee is entitled to receive as aforesaid in respect of the release of all such property, to deposit with the Trustee for the purpose cash in an amount sufficient to make up such deficiency. To the extent that such cash received, held and deposited as aforesaid shall be required for the purpose of redeeming bonds pursuant to this clause (b), the Company shall be deemed to have directed the Trustee to apply the same for the purpose, and the balance, if any, after payment of all said amounts owing to the Trustee shall be paid to or upon the order of the Company. Anything in this clause (b) to the contrary notwithstanding, if the Company fails to deposit cash with the Trustee to make up such deficiency, if any, as aforesaid, the Company shall not be deemed to have elected to redeem all the bonds as aforesaid, the bonds shall not be called for redemption and the moneys received and held by the Trustee as aforesaid shall be applied to the purposes specified in, and in accordance with the provisions of, Section 10.12 hereof.

Any notice of redemption of bonds pursuant to this Section shall state that the bonds are being called for redemption pursuant to this Section.

ARTICLE IX.

Possession, Use and Release of Mortgaged Property.

Section 9.01. So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property (except such cash and securities as are expressly required to be or have been deposited with the Trustee) and to receive, use and dispose of, free from the lien of this Indenture, the tolls, rents, revenues, issues, earnings, income, product and profits thereof, with power in the ordinary course of business freely and without let or hindrance on the part of the Trustee or of the bondholders, to use, consume and dispose of its materials and supplies, to sell, use or dispose of its products, to alter and repair its buildings and structures and remove them when desirable in the conduct of its business, to change the position of any of its plants, poles, wires, conduits or other property whatsoever, to replace and renew any of its equipment, machinery or other property, to dismantle and remove any property no longer useful in the conduct of its business, and, subject to the provisions of Article XIII hereof, to lease (subject to the continuing lien of this Indenture and to all the provisions hereof on the property so leased) any part of its properties as may be desirable or advisable in the proper conduct of the business or in the operations of the properties of the Company, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action, contracts, franchises and claims.

Section 9.02. So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, the Company may at any time and from time to time, without any notice to or release or consent by the Trustee or accountability thereto for any consideration received by the Company except as provided in this Section:

(1) sell or otherwise dispose of, free from the lien of this Indenture, any machinery, apparatus, equipment, fixtures, appliances, tools and implements, or other similar property which shall have become old, worn out, obsolete, inadequate, unfit, un-

necessary or unadapted for use in the operations of the Company; provided that the Company shall replace the property so sold or otherwise disposed of with other property not necessarily of the same character (but which shall be bondable property if the property sold or disposed of was bondable property) which shall be of a fair value to the Company at least equal to the fair value of the property so sold or otherwise disposed of and which shall become subject to the lien of this Indenture free and clear of all prior liens (except excepted encumbrances and prior liens to which the property so sold or otherwise disposed of was subject);

(2) abandon, terminate, cancel, release or make changes or alterations in or substitutions for any and all leases and right-of-way grants, provided that such action is in the opinion of the Company necessary, desirable or advisable in the conduct of the business of the Company; and

(3) surrender or assent to the modification of any right, power, franchise, license, governmental consent or permit which it may hold or under which it may be operating, provided that such surrender or modification is, in the opinion of the Board of Directors of the Company, necessary, desirable or advisable in the conduct of the business of the Company;

provided that in the event of any change, alteration or substitution pursuant to paragraph (2) of this Section or any modification pursuant to paragraph (3) of this Section, the changed, altered or substituted lease or right-of-way grant, or the modified right, power, franchise, license, governmental consent or permit, as the case may be, shall be subject to the lien of this Indenture to the same extent and in the same manner as those previously existing, and provided further that, subject to the provisions of the last paragraph of Section 9.03 hereof, any consideration in cash or securities received by the Company in connection with the taking of any of the steps authorized by said paragraph (2) or said paragraph (3) shall be deposited and pledged with the Trustee to be held as part of the mortgaged property.

SECTION 9.03. So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing,

the Company may obtain a release of any part of the mortgaged property (other than cash, purchase money obligations, obligations of a governmental body or agency and prior lien bonds held by the Trustee, none of which shall be released except as provided in other Sections hereof) which the Company has sold or exchanged, or contracted to sell or exchange, and the Trustee shall execute and deliver a release of such part of the mortgaged property from the lien hereof, if the aggregate of the fair value (as determined in accordance with the provisions of paragraph (7) of this Section) of the bondable property and the nonbondable property, if any, to be released shall not exceed the aggregate of:

(a) cash then being deposited with the Trustee (or with the trustee or other holder of a prior lien under the limitations set forth in this Section);

(b) the principal amount of any purchase money obligations then being pledged with the Trustee (or with the trustee or other holder of a prior lien pursuant to the provisions of this Section), which shall have been received by the Company as consideration or part consideration for bondable property to be released and which shall be secured by a purchase money mortgage thereon; provided that

(i) such purchase money obligations shall be included only to the extent that the principal amount thereof does not in the aggregate exceed sixty per centum (60%) of the fair value (as determined in accordance with the provisions of paragraph (7) of this Section) of the bondable property to be released by which such purchase money obligations will be secured; and

(ii) the aggregate principal amount of such purchase money obligations and all other purchase money obligations (except purchase money obligations received with respect to the release of nonbondable property) pledged with the Trustee pursuant to the provisions of this Section and then held as part of the mortgaged property (or pledged with the trustee or other holder of a prior lien pursuant to the provisions of this Section and then held by such trustee or other

holder) shall not exceed twenty per centum (20%) of the aggregate principal amount of all bonds outstanding hereunder at the date of the officers' certificate then being delivered to the Trustee, pursuant to the provisions of paragraph (3) of this Section, in connection with the proposed release, plus all bonds which might be authenticated and delivered hereunder at the date of such officers' certificate pursuant to the provisions of Sections 4.03, 4.04 and 4.05 hereof;

(c) the fair value to the Company (as determined in accordance with the provisions of paragraph (9) of this Section) of any property additions then being certified to the Trustee in clause (vi) of the officers' certificate delivered to the Trustee pursuant to the provisions of paragraph (3) below which shall have been acquired by the Company as consideration or part consideration for the mortgaged property to be released; provided that there shall be deducted from the fair value to the Company (as determined in accordance with the provisions of paragraph (9) of this Section) of any property additions then being certified to the Trustee in clause (vi) of such officers' certificate the principal amount of the outstanding prior lien bonds, except outstanding refundable prior lien bonds and outstanding prior lien bonds previously deducted pursuant to the provisions of this clause (c), secured by prior lien on all or part of such property additions; and

(d) if nonbondable property is to be released, then to the extent of the fair value (as determined in accordance with the provisions of paragraph (7) of this Section) of such nonbondable property, the fair value to the Company (as determined in accordance with the provisions of paragraphs (8) or (9) of this Section) of the aggregate of (A) any other property then being certified to the Trustee in clause (vii) of the officers' certificate delivered to the Trustee pursuant to the provisions of paragraph (3) of this Section and (B) securities (other than purchase money obligations received with respect to the release of bondable property or prior lien bonds or bonds authenticated and delivered hereunder) then being certified to the Trustee in said clause (vii), which property or securities shall have been acquired by the Company as consideration or part consideration for the mortgaged property to

be released; provided that there shall be deducted from the fair value to the Company (as determined in accordance with the provisions of paragraphs (8) or (9) of this Section) of such property or securities the principal amount of any outstanding prior lien bonds, except outstanding refundable prior lien bonds and outstanding prior lien bonds previously deducted pursuant to the provisions of this paragraph (d), secured by prior lien on all or part of such property or securities;

provided, however, that in case some or all of the part of the mortgaged property to be released is being sold or exchanged subject to a prior lien then existing thereon (and on no other part of the mortgaged property) and none of the outstanding prior lien bonds secured by such prior lien were assumed by the Company or all thereof are being assumed by the purchaser of the property to be released, then, for all purposes of the computation above provided for

(i) if such prior lien bonds are secured by a prior lien on bondable property to be released, there shall be deducted from the fair value (as determined in accordance with the provisions of paragraph (7) of this Section) of the bondable property to be released the principal amount of such outstanding prior lien bonds, and

(ii) if such prior lien bonds are secured by a prior lien solely on nonbondable property to be released, there shall be deducted from the fair value (as determined in accordance with the provisions of paragraph (7) of this Section) of the nonbondable property to be released the principal amount of such outstanding prior lien bonds.

Prior to the release of any part of the mortgaged property under this Section there shall in each case have been delivered to the Trustee:

(1) a written request of the Company for such release evidenced by a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers;

(2) a certified copy of a resolution of the Board of Directors of the Company, authorizing or approving such request and stating

that in the judgment of the Board the sale or exchange of such part of the mortgaged property is necessary, desirable or advisable in the conduct of the business of the Company;

(3) an officers' certificate containing

(i) a statement that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing;

(ii) a brief description of the part of the mortgaged property to be released (bondable and nonbondable property being described separately), a statement that the Company has sold or exchanged, or contracted to sell or exchange, such property, and the fair value (as determined by an engineer, appraiser or other expert in accordance with the provisions of paragraph (7) of this Section), stated separately, of the bondable property, and the nonbondable property, if any, to be released;

(iii) in a case falling within the proviso following paragraph (d) of this Section, a brief description of the prior lien existing on the property to be released, a statement that no other part of the mortgaged property is subject to such prior lien and that none of the outstanding prior lien bonds secured by such prior lien was assumed by the Company or that all thereof are being assumed by the purchaser of the property to be released, and the principal amount, stated separately, of such outstanding prior lien bonds as are secured by a prior lien on bondable property to be released and of such outstanding prior lien bonds as are secured by a prior lien solely on nonbondable property to be released;

(iv) a statement of the amount of cash, if any, being deposited pursuant to paragraph (a) above;

(v) a brief description of any purchase money obligations being pledged pursuant to paragraph (b) above, the principal amount thereof, a statement that such purchase money obligations have been received as consideration or part consideration for bondable property to be released, a statement that such purchase money obligations do not exceed

the limitations of the first proviso to said paragraph (b) and a computation showing that the principal amount of such purchase money obligations complies with the second proviso of said paragraph (b);

(vi) a brief description of any property additions then being certified to the Trustee pursuant to paragraph (c) above; if any property included in such property additions is located on any leasehold, stating that such leasehold extends beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time, and that the amount then and theretofore included in property additions on account of leasehold estates or improvements, extensions or additions thereto, other than those of the nature described in paragraph (d) of the definition of property additions, does not in the aggregate exceed five per centum (5%) of the aggregate principal amount of all bonds then outstanding and all bonds which might then be authenticated and delivered hereunder pursuant to the provisions of Sections 4.03, 4.04 and 4.05 hereof; if any property included in such property additions is subject to a prior lien, stating (i) the aggregate principal amount of prior lien bonds then outstanding which are secured by a prior lien on property additions then or theretofore certified to the Trustee, and (ii) stating the principal amount of prior lien bonds then outstanding which are secured by a prior lien upon the property then being certified, and (iii) stating that the inclusion of said property in the certificate does not result in a violation of the covenants contained in the first paragraph of Section 5.16 hereof; the fair value to the Company of such property additions (as determined by an engineer, appraiser or other expert in accordance with the provisions of paragraph (9) of this Section), a statement that such property additions have been received as consideration or part consideration for the mortgaged property to be released; and

(vii) a brief description of any other property or securities then being certified to the Trustee or pledged pursuant to clause (d) above, the fair value to the Company of such

property or securities (as determined by an engineer, appraiser or other expert in accordance with the provisions of paragraphs (8) or (9) of this Section), a computation showing that such fair value is not less than the fair value (as stated in clause (ii) of such officers' certificate) of the nonbondable property, if any, to be released, a statement that such property or securities have been received as consideration or part consideration for the property to be released, and a computation showing any deduction required by the proviso to said paragraph (d) or, in case such proviso is inapplicable, a statement to that effect;

(4) the cash, if any, then being deposited with the Trustee pursuant to paragraph (a) above, or, if any cash is then being deposited with the trustee or other holder of a prior lien under the limitations set forth in this Section, in connection with the release of the property to be released, a certificate of such trustee or other holder, as the case may be, stating that such cash has been deposited with it;

(5) any purchase money obligations or securities then being pledged with the Trustee pursuant to the provisions of paragraph (b) or paragraph (d) above, or, if any such purchase money obligations or securities are then being pledged with the trustee or other holder of a prior lien under the limitations set forth in this Section, in connection with the release of the property to be released, a certificate of such trustee or other holder, as the case may be, stating that such purchase money obligations or securities have been pledged with it;

(6) all such deeds, indentures supplemental hereto or instruments of further assurance which, as set forth in the opinion of counsel furnished pursuant to paragraph (10) of this Section, may be necessary or advisable to subject to the lien of this Indenture any property additions certified to the Trustee pursuant to paragraph (c) of this Section and any other property certified to the Trustee pursuant to paragraph (d) of this Section;

(7) a certificate or opinion of an engineer, appraiser or other expert stating separately the fair value of the bondable property

and of the nonbondable property to be released and also stating that, in the opinion of the expert signing such certificate or opinion, the proposed release is necessary, desirable or advisable in the conduct of the business of the Company or required by law and such certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions hereof; and if the fair value of the property or securities the release of which is requested and of all other property or securities released from the lien of this Indenture since the commencement of the then current calendar year, as set forth in any certificates or opinions furnished pursuant to the provisions of this paragraph and of Section 9.04 hereof, is ten per centum (10%) or more of the aggregate principal amount of the bonds at the time outstanding, the certificate or opinion required by this paragraph shall be made by an independent engineer, appraiser or other expert; provided, however, that such certificate or opinion need not be by an independent engineer, appraiser or other expert if the fair value of the property or securities to be released as set forth in the certificate or opinion is less than Twenty-Five Thousand Dollars ($25,000) or less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, whichever is greater;

(8) if the pledge of securities (other than purchase money obligations) pursuant to the provisions of paragraph (d) of this Section is to be made the basis for the release of mortgaged property, a certificate or opinion of an engineer, appraiser or other expert stating the fair value to the Company of such securities; and if the fair value to the Company of such securities and of all other securities (other than purchase money obligations) which shall have been pledged pursuant to the provisions of paragraph (d) of this Section and of Section 9.04 hereof since the commencement of the then current calendar year, as set forth in any certificates or opinions furnished pursuant to the provisions of this paragraph and of Section 9.04 hereof, is ten per centum (10%) or more of the aggregate principal amount of the bonds at the time outstanding, the certificate or opinion required by this paragraph shall be made by an independent engineer, appraiser or other expert; pro-

vided, however, that such a certificate of an independent engineer, appraiser or other expert shall not be required with respect to any securities so pledged, if the fair value to the Company of such securities, as set forth pursuant to the provisions of this paragraph, is less than Twenty-Five Thousand Dollars ($25,000) or less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, whichever is greater;

(9) If any property is being certified to the Trustee pursuant to the provisions of paragraph (c) or paragraph (d) of this Section, a certificate or opinion of an engineer, appraiser or other expert stating separately the fair value to the Company of such property certified pursuant to the provisions of paragraph (c) of this Section and of such property certified pursuant to paragraph (d) of this Section; and stating whether within six months prior to the date of the acquisition thereof by the Company, such property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company, and, if so, and if the fair value to the Company of such property, as set forth in such certificate or opinion, is not less than Twenty-Five Thousand Dollars ($25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, such certificate or opinion shall be made by an independent engineer, appraiser or other expert; and

(10) an opinion of counsel

(i) stating that the Company has full corporate authority and all necessary permission from governmental authorities to dispose of the property to be released and to acquire, own and operate any property or securities to be received as consideration therefor;

(ii) stating that the prior lien bonds, if any, the principal amount of which is being deducted pursuant to the proviso following paragraph (d) above, are secured by a prior lien existing on some or all of the property to be released, that no other part of the mortgaged property is subject to such prior

lien and either that such prior lien bonds were not assumed by the Company or that all thereof are being assumed by the purchaser of the property to be released;

(iii) stating that any purchase money obligations and any securities pledged with the Trustee, or with the trustee or other holder of a prior lien, pursuant to the provisions of paragraph (b) or paragraph (d) above, have been validly issued, that such purchase money obligations and securities have been duly subjected to the lien of this Indenture or assigned to the Trustee subject to such prior lien, that any shares of stock included in any such securities are fully paid and nonassessable, and that any such purchase money obligations are secured by a valid lien upon property released, subject to no liens prior or equal to the lien thereof except any liens which were excepted encumbrances on such property released and except any prior lien subject to which such property released was sold or exchanged;

(iv) specifying the deeds, indentures supplemental hereto or instruments of further assurance necessary to subject to the lien of this Indenture all the right, title and interest of the Company in and to the property then being certified to the Trustee pursuant to the provisions of paragraphs (c) and (d) above, or stating the signer's opinion to the effect that no such instruments are necessary for such purpose, stating that the Company has title to, or contemporaneously with the release of the property to be released will have title to, such property, that this Indenture is, or upon the delivery of the deeds, indentures supplemental hereto or instruments of further assurance, if any, specified in said opinion, will be, a lien upon such property subject to no lien, charge, encumbrance or rights therein or thereon prior to the lien of this Indenture, except prior liens (which shall be described) and excepted encumbrances and, if any such property certified pursuant to the provisions of paragraph (c) above is located on any leasehold, stating that such leasehold extends beyond the date of maturity of all bonds then outstanding under this Indenture and all additional bonds applied for at the particular time; and

(v) in case the Trustee is requested to release any franchises, stating that such release will not impair the right of the Company to operate any of its remaining properties.

If under the provisions of any mortgage or other instrument the lien of which on any part of the mortgaged property is prior to the lien of this Indenture there is required to be made with the trustee or other holder of such prior lien a deposit of cash or pledge of purchase money obligations or securities in order to obtain a release therefrom of any part of the mortgaged property to be released from the lien hereof, the Company shall not be required to deposit or pledge with the Trustee such cash, purchase money obligations or securities. In any such event, in lieu of the deposit or pledge with the Trustee of such cash, purchase money obligations or securities in accordance with the provisions of this Section or Sections 9.02, 9.04 or 9.05 hereof, and in addition to the instruments required to be delivered to the Trustee pursuant to this Section or Sections 9.02, 9.04 or 9.05 hereof the Company shall furnish to the Trustee an opinion of counsel stating that such cash, purchase money obligations or securities are required to be deposited or pledged with the trustee or other holder of such prior lien, together with such instruments as shall be stated in such opinion of counsel to be adequate to evidence the right of the Trustee to receive such cash or purchase money obligations or securities or any property substituted therefor remaining with such trustee or other holder of such prior lien upon the discharge of such prior lien.

SECTION 9.04. (a) So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, the Company may at any time and from time to time, without any notice to or release or consent by the Trustee, sell, exchange or otherwise dispose of, free from the lien of this Indenture, any real estate mortgaged hereunder not then being used in electric operations, provided the aggregate of the fair values of such real estate so sold, exchanged or disposed of in any period of five (5) consecutive calendar years shall not exceed Two Hundred Fifty Thousand Dollars ($250,000). The Company covenants that, upon receipt, it will deposit, pledge or subject to the lien of this Indenture (in accordance with the provisions of paragraphs (4), (5) and (6) of Section 9.03 hereof) the consideration, if any, received by it upon any such sale, exchange or other disposition

of real estate. Prior to each such sale, exchange or other disposition, the Company shall deliver to the Trustee an officers' certificate briefly describing the real estate to be so sold, exchanged, or disposed of and a certificate of an engineer, appraiser or other expert as to the fair value of the real estate described in said officers' certificate and as to the fair value to the Company of any securities to be received as consideration or part consideration for such real estate, provided, however, that if the fair value of such real estate is not less than Twenty-Five Thousand Dollars ($25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding, such certificate shall be made by an independent engineer, appraiser or other expert. Such certificate shall also state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions thereof. In order to clear the title of record of any property so sold, exchanged or otherwise disposed of, the Trustee shall from time to time, at the request of the Company evidenced by a writing signed in its name by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers, execute and deliver confirmatory releases or certificates that such property is free from the lien of this Indenture upon delivery to the Trustee of an officers' certificate and an opinion of counsel that the real estate in respect of which such request is made has previously been sold, exchanged or otherwise disposed of by the Company pursuant to the provisions of this paragraph (a) and that the execution and delivery of the confirmatory release or certificate will not impair the security under this Indenture in contravention of the provisions thereof.

(b) The Trustee shall, whenever from time to time requested by the Company in a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers (such request to be accompanied by a certified copy of a resolution of the Board of Directors of the Company as provided by paragraph (2) of Section 9.03 hereof), but without requiring compliance with any other provisions of Section 9.03 hereof, except as below specified and irrespective of the values stated in the certificate provided for in paragraph (2) of this sub-division (b), release from the lien hereof any nonbondable property (other than cash,

purchase money obligations or obligations of a governmental body or agency received with respect to the release of any bondable property, and prior lien bonds held by the Trustee, none of which shall be released except as provided in other Sections hereof) upon receipt by the Trustee of:

(1) an officers' certificate containing (i) a statement that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing, (ii) a brief description of the property so to be released, (iii) a statement that the Company has bona fide sold or exchanged, or bona fide contracted to sell or exchange, the property so to be released to other than an affiliate of the Company for a consideration which may consist of any property or securities other than purchase money obligations received with respect to the release of bondable property, prior lien bonds or bonds authenticated and delivered hereunder, (iv) a statement that the property so to be released is nonbondable property (other than cash, purchase money obligations or obligations of a governmental body or agency received with respect to the release of any bondable property, or prior lien bonds held by the Trustee), and (v) a brief description of the entire consideration received and to be received by the Company therefor;

(2) a certificate of an engineer, appraiser or other expert, or, under the circumstances specified in paragraphs (7), (8) and (9) of Section 9.03 hereof a certificate of an independent engineer, appraiser or other expert, as to the fair value of the property so to be released and the fair value to the Company of the consideration specified in paragraph (1) of this subdivision (b);

(3) the deposit, pledge or subjection to the lien of this Indenture (in accordance with the provisions of paragraphs (4), (5) and (6) of Section 9.03 hereof) of the consideration specified in paragraph (1) of this subdivision (b); and

(4) an opinion of counsel in accordance with the provisions of paragraph (10) of Section 9.03 hereof.

(c) So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, if the Company shall sell or otherwise dispose of any property expressly ex-

cepted from the lien and operation of this Indenture, the Trustee (upon the request of the Company in a writing signed in the name of the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers, and upon receipt by the Trustee of an officers' certificate and an opinion of counsel each to the effect that the property therein described has been sold or otherwise disposed of by the Company and is property expressly excepted from the lien and operation of this Indenture which officers' certificate shall further state that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing) shall execute and deliver all such instruments as may be necessary to evidence the fact that the lien of this Indenture does not attach or extend to the property so sold or disposed of, which instrument shall, with respect to any person acquiring such property, be conclusive evidence that such property is not subject to the lien of this Indenture.

SECTION 9.05. Should all or any part of the mortgaged property be taken by exercise of the power of eminent domain, or should any governmental body or instrumentality at any time exercise any right which it may have to require the sale to it, or to a purchaser designated by it, of all or any part of the mortgaged property, the Trustee, upon request of the Company, shall release the property so taken or sold, upon the Trustee being furnished with an opinion of counsel to the effect that such property has been lawfully taken or sold as aforesaid. The aforesaid opinion of counsel shall state the amount of proceeds received or to be received for the property so taken or sold or in connection with any settlement of a claim for damages (which proceeds shall, in any event, be required to be cash or obligations of a governmental body or agency) and the amount so stated shall be deemed to be the fair value of such property for the purposes of paragraph (5) of subdivision (a) and paragraph (1) of subdivision (b) of Section 6.04 hereof. Subject to the provisions of the last paragraph of Section 9.03 hereof, the proceeds (not including severance damages) of all property so taken or sold, shall be deposited or pledged with the Trustee.

SECTION 9.06. (a) So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing,

any money received by the Trustee in consideration for any property pursuant to the provisions of this Article IX, including payment on account of the principal of any obligation secured by purchase money mortgage if such obligation was received as part of such consideration, or the provisions of Sections 5.15 and 5.16 hereof and any money which it is specifically provided may be withdrawn, used or applied pursuant to this Section may, at the option of the Company, evidenced by a writing signed in the name of the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, and accompanied by an officers' certificate stating that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing, and stating, in case any part of the money which the Company so elects to withdraw, use or apply pursuant to this Section is money deposited pursuant to the provisions of Section 5.07 hereof, that the withdrawal, use or application of such money in the manner selected by the Company will be in accordance with the provisions of the last paragraph of said Section 5.07, and either stating that all of the bonds authenticated and delivered hereunder have previously been issued by the Company otherwise than by pledge or specifying the numbers of any such bonds not so issued,

(1) be withdrawn from time to time by the Company in an amount equal to (i) the full amount of bondable value of property additions which the Company elects to make the basis of a withdrawal under this Section and (ii) the principal amount of refundable prior lien bonds and bonds authenticated and delivered hereunder which might then be made the basis for the authentication and delivery of bonds under the provisions of Sections 4.04 and 4.05 hereof and which the Company elects to make the basis of a withdrawal under this Section in lieu of the right of the Company to the authentication and delivery of bonds on such basis; provided, that in case the withdrawal is applied for in whole or in part upon the basis of bondable value of property additions, the Company shall deliver to the Trustee the certificates and opinions required by Section 1.05 hereof and in case the withdrawal is applied for in whole or in part upon the basis of refundable prior lien bonds or bonds authenticated and delivered hereunder which might then be made the basis for the authentication and delivery of bonds under the provisions of Sections 4.04 or 4.05 hereof, the

Company shall comply with the provisions of Sections 4.04 or 4.05 hereof, as the case may be, except the provisions therein relating to Section 4.07 hereof and to Section 4.08 hereof and requiring the filing of a net earnings certificate; or

(2) be used by the Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 8.06 hereof; or

(3) be applied by the Trustee to the payment at maturity of any bonds issued hereunder or the redemption of any bonds issued hereunder as are by their terms redeemable before maturity, of such series as may be designated by the Company, any such redemption to be in the manner and subject to the conditions provided in Article VIII hereof with respect to redemption of bonds at the option of the Company; and for such purpose the Trustee may publish notice of redemption in the name of the Company or in its own name as Trustee.

If any money received by the Trustee pursuant to the provisions of this Article IX or the provisions of Section 5.15 hereof or any money which it is specifically provided may be withdrawn, used or applied pursuant to the provisions of this Section, amounting to $100,000 or more, shall not be so withdrawn, used or applied within the next succeeding three years after the same shall have been deposited with the Trustee, it shall thereafter be used or applied by the Trustee as provided in subdivisions (2) and (3) above except that if the Company shall fail to designate the series to be purchased or redeemed or shall fail to take any other action required in connection with such use or application of such money, the Trustee may do so.

(b) So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, any money received by the Trustee representing the release or the taking by eminent domain or purchase of nonbondable property (other than purchase money obligations or obligations of a governmental body or agency received with respect to the release of bondable property or the proceeds thereof, and other than prior lien bonds) may also, at the option of the Company, evidenced by a writing signed in the name of the Company by its President or a Vice-President and its Treasurer or an Assistant

Treasurer, and irrespective of the value stated in the certificate provided for in paragraph (2) below, be withdrawn from time to time by the Company to be applied to the purchase of any nonbondable property (other than securities) otherwise than from an affiliate, upon receipt by the Trustee of

(1) an officers' certificate containing (i) a statement that none of the completed defaults specified in Section 10.01 hereof has occurred and is continuing, (ii) a statement that the Company has bona fide purchased, or bona fide contracted to purchase the property so to be purchased from other than an affiliate of the Company for a consideration therein described, (iii) a statement that the property so to be purchased is nonbondable property, and (iv) a brief description of the property so purchased;

(2) a certificate of an engineer, appraiser or other expert, or, under the circumstances specified in paragraph (9) of Section 9.03 hereof, a certificate of an independent engineer, appraiser or other expert, as to the fair value to the Company of the property so purchased;

(3) the subjection to the lien of this Indenture (in accordance with the provisions of paragraph (6) of Section 9.03 hereof) of the property so purchased; and

(4) an opinion of counsel in accordance with the provisions of clauses (i) and (iv) of paragraph (10) of Section 9.03 hereof.

The provisions of this Section and all other Sections hereof relating to the disposition by the Trustee at the option of the Company of moneys received by the Trustee are subject to the provisions of clause (b) of Section 8.08 hereof.

SECTION 9.07. All prior lien bonds received by the Trustee pursuant to the provisions of this Article IX shall be held by the Trustee subject to the provisions of Article VII hereof.

The Company shall cause any mortgages securing purchase money obligations held by the Trustee, and the assignment thereof, to be promptly recorded and filed in such place or places as shall be required by law in order fully to preserve and protect the security afforded

thereby and shall furnish to the Trustee an opinion of counsel to the effect that such mortgage and the assignment thereof have been properly recorded and filed so as to make effective the lien intended to be created thereby. Should any re-recording or refiling be necessary at any time or from time to time, the Company shall likewise cause the same to be duly effected and shall in each case furnish to the Trustee an opinion of counsel similar to the foregoing. The Trustee shall deliver to the Company any such mortgage or assignment thereof when required for the purpose of recording or filing or re-recording or refiling, as evidenced by an opinion of counsel, and the same shall be promptly returned to the Trustee when such purpose shall be accomplished.

Any purchase money obligations, obligations of a governmental body or agency and any other evidences of indebtedness (other than prior lien bonds), held by the Trustee, may be released by the Trustee from the lien of this Indenture upon payment to the Trustee of the unpaid portion of such obligations or evidences of indebtedness. The principal of and interest on any such securities shall be received by the Trustee as and when the same become payable and the Trustee may take any action which in its judgment may be desirable or necessary to avail of the security of such purchase money mortgage. Cash received upon the payment of the principal of or the release of any such securities may be withdrawn, used or applied pursuant to the provisions of Section 9.06 hereof. Upon receipt by the Trustee of an officers' certificate stating that, so far as known to the signers, the Company is not in default in the performance of any of the covenants or provisions of this Indenture, the interest received by the Trustee on any such securities, except that due subsequent to the maturity thereof, together with any premium received upon payment of the principal thereof, shall be paid over to the Company.

All sums received by the Trustee, upon the redemption or retirement of any stock held by the Trustee may be withdrawn, used or applied pursuant to the provisions of Section 9.06 hereof. All dividends received by the Trustee, on any such stock shall be paid over to the Company, except dividends declared payable in stock of the corporation declaring the same and except where such dividends shall have been declared from or with respect to other than earnings of the corporation

declaring the same accrued after the date of the pledge of such stock, and such payment shall be made upon receipt by the Trustee of an officers' certificate stating that, so far as known to the signers, the Company is not in default in the performance of any of the covenants or provisions of this Indenture and stating that the dividend to be paid over to the Company is not a dividend within the aforesaid exception; and to that end the Trustee upon receipt by it of such an officers' certificate shall from time to time deliver to the Company such suitable assignments and orders as the Company may reasonably request for the payment of such dividends. Dividends declared from or with respect to other than earnings of the corporation declaring the same accrued after the pledge of such stock may be withdrawn, used or applied pursuant to the provisions of Section 9.06 hereof. So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, the Company shall have the right to vote any stock or other voting securities held by the Trustee; and to that end the Trustee shall from time to time deliver to the Company such suitable powers of attorney and proxies as the Company may reasonably request to vote on any such securities, but such power of attorney or proxy shall not be voted in contravention of the terms of this Indenture.

So long as none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, the Trustee may exercise, but only with the consent of the Company, and, upon the occurrence of any of such defaults, the Trustee may exercise in its absolute discretion, without the consent of the Company, any and all rights of an owner with respect to any such obligations, evidences of indebtedness or stock and may take any action which in its judgment may be desirable or necessary to avail itself of the benefit of any security created for any such obligations, evidences of indebtedness or stock including, but not in limitation, the extension or modification thereof at a higher or lower or the same rate of interest or dividends and joining in any plan of reorganization, readjustment arrangement, composition or similar plan with respect thereto, whether voluntary or involuntary, and may accept and hold hereunder any new obligations or securities issued in exchange therefor under any such plan; but, subject to the provisions of Sections 14.02 and 14.03 hereof, the Trustee shall be under no obligation to exercise any such rights unless requested

so to do and reasonably indemnified by the holders of not less than a majority in principal amount of the bonds then outstanding hereunder. The Trustee shall be reimbursed by the Company upon demand for all expenses by it properly incurred by reason of any such action taken, with interest upon all such expenditures at the rate of six per centum (6%) per annum; and the amount of such expenses and interest shall, until repaid, constitute a lien upon the mortgaged property prior to the lien of the bonds and coupons issued hereunder.

SECTION 9.08. In case the mortgaged property or any part thereof shall be in the possession of a receiver, trustee or other court officer lawfully appointed, the powers in and by this Article IX conferred upon the Company may, notwithstanding the occurence and continuance of a completed default specified in Section 10.01 hereof, be exercised by such receiver, trustee or other court officer under the order or orders of the court appointing such receiver, trustee or other court officer. If the Trustee shall be in possession of the mortgaged property or any part thereof under any provision of this Indenture, then all the powers in this Article IX conferred upon the Company may, notwithstanding the occurrence and continuance of a completed default specified in Section 10.01 hereof, be exercised by the Trustee.

SECTION 9.09. The Trustee shall not be required under any of the provisions of this Article IX to release any part of the mortgaged property from the lien hereof or to pay over any moneys held by it at any time when a completed default as specified in Section 10.01 hereof shall have occurred and be continuing; but, notwithstanding any such completed default specified in Section 10.01 hereof, the Trustee may do so, and the Company may exercise any of the powers conferred upon it in and by this Article IX, upon compliance with the other conditions specified in this Article IX with respect thereto, if the Trustee in its discretion shall deem that such release or payment or such exercise of powers by the Company will not adversely affect the interests of the holders of the bonds, and shall consent thereto in writing.

SECTION 9.10. In no event shall any purchaser or purchasers of any part of the mortgaged property sold or disposed of under any

provisions of this Article IX be required to ascertain the authority of the Trustee to execute any release, to see to the application of any purchase money or to inquire as to any facts required by the provisions hereof for the exercise of any authority.

SECTION 9.11. Any new property acquired to take the place of any property released or to be substituted for any property held by the Trustee or in connection with the withdrawal of cash under any provision of this Article IX shall forthwith and without further conveyance become subject to the lien of and be covered by this Indenture as a part of the mortgaged property.

ARTICLE X.

REMEDIES OF TRUSTEE AND BONDHOLDERS UPON DEFAULT.

SECTION 10.01. Upon the occurrence of any one or more of the following events (herein sometimes called "completed defaults"), viz.:

(a) Default in the payment of the principal of, and premium, if any, on any bond when the same shall have become due and payable, whether at maturity as therein expressed or by declaration or otherwise; or

(b) Default continued for sixty days in the payment of any interest upon any bond; or

(c) Default in the payment of principal or interest upon any outstanding prior lien bonds, continued beyond the period of grace, if any, specified in the prior lien securing the same; or

(d) By decree of a court of competent jurisdiction the Company shall be adjudicated a bankrupt or insolvent, or an order shall be made by such a court for the winding up or liquidation of the affairs of the Company or approving a petition seeking reorganization or arrangement of the Company under the federal bankruptcy laws or other law or statute of the United States of America or of any State, or, by order of such a court, a trustee or liquidator or a receiver or receivers shall be appointed of the Com-

pany or of all or substantially all of the property of the Company or of all or any part of the mortgaged property, and any such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of sixty days; or

(e) The Company shall file a petition in voluntary bankruptcy, or shall consent to the filing of any such petition, or shall make an assignment for the benefit of creditors or shall consent to the appointment of a trustee or liquidator or receiver of the Company or of all or any part of its property, or shall file a petition or answer or consent seeking reorganization or arrangement under the federal bankruptcy laws or other law or statute of the United States of America or any State, or shall consent to the filing of any such petition, or shall file a petition to take advantage of any debtors' act; or

(f) Default continued for sixty days after written notice specifying such default shall have been given to the Company by the Trustee (or to the Company and the Trustee by the holders of at least twenty-five per centum (25%) in principal amount of the bonds at the time outstanding) in the due observance or performance of any other covenant, agreement or condition on the part of the Company in the bonds or in this Indenture contained;

the Trustee by notice in writing to the Company, or the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder by notice in writing to the Company and the Trustee, may declare the principal of all bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. This provision, however, is subject to the condition that if, at any time after the principal of the bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, or any sale of the mortgaged property shall have been made under this Indenture, all arrears of interest upon all the bonds (with interest to the extent enforceable on overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture) and the prin-

cipal (and premium, if any) of any and all bonds which shall have become due otherwise than by acceleration and the expenses of the Trustee, shall be paid by the Company, or collected out of the mortgaged property, or be provided for by the deposit with the Trustee of a sum sufficient to pay the same, and any and all defaults under the Indenture, other than the non-payment of principal on bonds which shall have become due solely by reason of acceleration shall have been remedied—then and in every such case the holders of not less than a majority in aggregate principal amount of the bonds then outstanding, by written notice to the Company and to the Trustee, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon.

SECTION 10.02. The Trustee shall, within ninety days after the occurrence thereof, give to the bondholders, in the manner and to the extent provided in subsection (c) of Section 6.04 hereof, notice of all defaults known to the Trustee, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in subdivisions (a), (b), (c), (d), (e) and (f) of Section 10.01 hereof, exclusive of any periods of grace provided for in said subdivisions); provided that, except in the case of default in the payment of the principal of or premium, if any, or interest on any of the bonds, or in the payment of any sinking or purchase fund installment, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders.

SECTION 10.03. Upon the occurrence of one or more completed defaults, the Company, upon demand of the Trustee, shall forthwith surrender to the Trustee, the actual possession of, and the Trustee, by such officer or agent as it may appoint, may, if at the time such action is lawful, take possession of, all the mortgaged property (with the books, papers and accounts of the Company), and hold, operate and manage the same, and from time to time make all needful repairs and such extensions, additions and improvements as to the Trustee shall

seem wise; and receive the tolls, rents, revenues, issues, earnings, income, products and profits, thereof, and out of the same pay all proper costs, liabilities and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs, extensions, additions and improvements, and apply the remainder of the moneys so received by the Trustee, subject to the provisions of Section 10.12 hereof with respect to extended, transferred or pledged coupons or claims for interest as follows:

First. In case the principal of none of the bonds shall have become due, by declaration or otherwise, and be unpaid, to the payment of interest in the order of the maturity of the installments of such interest (with interest to the extent enforceable on overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture), such payments to be made ratably to the persons entitled thereto, without distinction as to series, according to the amount due to each by the terms of the bond or coupon held by him; or

Second. In case the principal of any of the bonds, less than the whole number outstanding, shall have become due by their terms, to the payment of all the interest then due on all the bonds outstanding in the order of the maturity of the installments of interest (with interest to the extent enforceable on overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture), and, if any surplus remains, toward the payment of the principal of the bonds then due, such payments in every instance to be made ratably to the persons entitled thereto according to the amounts due to each by the terms of the bond or coupon held by him; or

Third. In case the principal of all the bonds shall have become due, by declaration or otherwise, to the payment of the whole amount then due and unpaid either for principal or interest, or for both principal and interest, upon the bonds (with interest to the extent enforceable on overdue installments of interest at the high-

est rate of interest borne by any of the bonds outstanding under this Indenture); and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid, then to the payment of such principal and interest ratably, according to the aggregate of such principal and unpaid interest without preference or priority of any one series over any other series of bonds, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest; and then

Fourth. In case any bonds have been called for redemption and default made in the payment of the redemption price, to the payment of any premiums payable on such redemption, ratably and without preference or priority of any one series over any other.

Any payment as aforesaid shall be made only upon presentation of the several bonds or coupons, as the case may be, for stamping thereon the payment if only partially paid and for surrender thereof if fully paid.

Upon payment in full, as above provided, of whatever sum or sums may be due for principal, premium and interest, or otherwise, the mortgaged property (other than cash or securities required to be held by the Trustee under the terms of this Indenture otherwise than pursuant to this Section) in the possession of the Trustee and any excess cash in the possession of the Trustee arising pursuant to this Section shall be returned to the Company, its successors or assigns, as though no default had occurred, the same right of possession to exist, however, upon any subsequent completed default.

Upon the occurrence of one or more completed defaults, or if a receiver or the Trustee shall have entered into possession of the mortgaged property, the Trustee shall be entitled to receive all sums payable for principal, interest or otherwise upon any bonds or securities that shall then be in its possession and subject to the lien of this Indenture and to apply, as hereinbefore in this Section provided, the moneys so received; and as holder of any such bonds or securities, to perform any and all acts or to make and execute any and all transfers, requests, requisitions or other instruments for the purpose of carrying out the provisions of this Section.

SECTION 10.04. Upon the occurrence of one or more completed defaults, the Trustee by such officers or agents as it may appoint, with or without entry, may, if at the time such action is lawful, sell all the mortgaged property as an entirety, or in such parcels as the holders of a majority in principal amount of the bonds outstanding hereunder shall in writing request, or in the absence of such request, as the Trustee may determine, at public auction, at the courthouse in the City of Reading, County of Berks, Pennsylvania, or such other place or places as may be required by law, at such time and upon such terms as the Trustee may fix and briefly describe in the notice of such sale, having first given notice of such sale by publication in at least one daily newspaper of general circulation in the Borough of Manhattan, The City of New York, at least once a week for four successive weeks (on any business day of each such week) next preceding such sale, and any other notice which may be required by law, and from time to time to adjourn such sale in its discretion by announcement at the time and place fixed for such sale without further notice.

SECTION 10.05. In case of the breach of any of the covenants, agreements or conditions of this Indenture, the Trustee shall have the right and power to take appropriate judicial proceedings for the enforcement of its rights and the rights of the bondholders hereunder. The Trustee shall have power to institute and to maintain such suits and proceedings as it may deem to be necessary or expedient to prevent any impairment of the security hereunder by any acts of the Company, or of others, in violation of this Indenture, or which are unlawful, or as the Trustee may deem to be necessary or expedient to preserve and to protect its interests and the security and interests of the holders of the bonds in respect of the mortgaged property and in respect of the income, earnings, issues and profits arising therefrom; including power to institute and to maintain suits or proceedings to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order which it is advised may be unconstitutional or otherwise invalid, if the enforcement of, compliance with or observance of such enactment, rule or order would in the judgment of the Trustee impair the security hereunder or be prejudicial to the interests of the holders of the bonds.

In case of a completed default hereunder, the Trustee may either after entry, or without entry, proceed by suit or suits at law or in

equity to enforce payment of the bonds then outstanding hereunder and to foreclose this mortgage and to sell the mortgaged property under the judgment or decree of a court of competent jurisdiction; and the Trustee shall take action, either by such proceedings or by the exercise of its powers with respect to entry or sale, as it may determine, upon being requested in writing so to do by the holders of not less than a majority in principal amount of the bonds then outstanding hereunder and, subject to the provisions of Sections 14.02 and 14.03 hereof, upon being reasonably indemnified.

SECTION 10.06. Anything in this Indenture to the contrary notwithstanding, the holders of not less than a majority in principal amount of the bonds then outstanding hereunder shall have the right, at any time, to direct the time, method and place of conducting all proceedings to be taken for any sale of the mortgaged property, or for the foreclosure of this Indenture, or for the appointment of a receiver or any other proceedings hereunder for any remedy available to the Trustee or for exercising any trust or power conferred upon the Trustee under this Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and subject to the provisions of Sections 14.02 and 14.03 hereof, provided that if the Trustee by its responsible officers shall in good faith determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the rights of the non-assenting holders of bonds, the Trustee shall have the right to decline to follow any such direction. The holders of not less than seventy-five per centum (75%) in aggregate principal amount of the bonds at the time outstanding which would be affected by the action proposed to be taken may on behalf of the holders of all the bonds waive any past default hereunder and its consequences except a completed default in respect of the payment of the principal of or interest on any bond or a default arising from the creation of any lien ranking prior to or equal with the lien of this Indenture on any of the mortgaged property, provided that if any such waiver would affect the rights of the holders of bonds of one or more but less than all series as evidenced by an opinion of counsel such waiver shall not be effective unless approved by holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such one or more series affected, but if any such action would affect the bonds of two

or more series, the waiver on behalf of the holders of bonds of such two or more series may be effected by holders of not less than seventy-five per centum (75%) in aggregate principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series. Bonds of a series shall be deemed to be affected by any such waiver only in the event that under the provisions of the last paragraph of Section 16.02 hereof such bonds would be deemed to be affected by a modification of the provisions of this Indenture in respect of which the past default to be waived exists. In the case of any such waiver, the Company, the Trustee and the holders of the bonds shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 10.07. In case of a completed default hereunder, and upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the mortgaged property, and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 10.08. Upon any sale being made under or by virtue of this Indenture, whether under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then secured hereby, if not previously due, shall at once become and be immediately due and payable.

SECTION 10.09. Upon any such sale made under or by virtue of this Indenture, whether under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any of the bonds and any matured and unpaid interest obligations thereon, by presenting the same so that there may be credited as paid thereon, the sums payable out of the net

proceeds of such sale in respect of such bonds and such interest obligations, after allowing for the proportion of the total purchase price required to pay the cost and expenses of the sale, compensations and other charges, and thereupon such purchaser shall be credited on account of such purchase price payable by him, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited in respect of, the bonds so turned in; and at any such sale any bondholder may bid for and purchase such property, may make payment on account thereof, as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. The provisions of this Section are subject to the provisions of Section 10.12 hereof.

SECTION 10.10. Upon the completion of any sale under or by virtue of this Indenture, whether under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, the Trustee or the court officer conducting the sale shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance of the property and franchises sold; and the Trustee and its successors are hereby appointed the true and lawful attorney and attorneys, irrevocable, of the Company, in its name and stead, to make all necessary deeds and conveyances of the property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Nevertheless, the Company shall, if so requested by the Trustee, ratify such sale by executing and delivering to the Trustee or to such purchaser or purchasers as may be designated in such request, any such instruments as, in the judgment of the Trustee, may be advisable. Upon any such sale the receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

SECTION 10.11. Any such sale made under or by virtue of this Indenture, whether under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, of, in and to the property so sold, and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns and against any and all persons, firms or corporations claiming or who may claim the property sold or any part thereof, from, through or under the Company, its successors or assigns.

SECTION 10.12. The proceeds of any sale made under or by virtue of this Indenture, whether under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustee as part of the mortgaged property, shall be applied, as follows:

First—To the payment of all taxes, assessments, governmental charges or liens prior to the lien of this Indenture, except those subject to which such sale shall have been made, and of all the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents and attorneys, and of all other sums payable to the Trustee hereunder by reason of any expenses or liabilities incurred (without negligence or bad faith on the part of the Trustee) or advances made in connection with the management or administration of the trusts hereby created;

Second—To the payment in full of the amounts then due and unpaid for principal and interest upon the bonds then secured hereby (with interest to the extent enforceable on overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture); and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest or of any series of bonds over any other series, any such payment to be made only upon presentation of the several bonds

and coupons for stamping thereon the payment if only partially paid and for surrender thereof if fully paid; provided, however, that if the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby shall have been funded or extended, whether or not by or with the consent of the Company, or if any thereof at or after maturity shall have been transferred or pledged separate from the bond to which they relate, such coupons or claims for interest shall not be entitled in case of default hereunder to the benefit or security of this Indenture except after the prior payment in full of the principal of all bonds issued hereunder and then secured hereby and of all coupons and claims for interest on such bonds the payment of which has not been so funded or extended, or not so transferred or pledged, but the foregoing proviso shall not be applicable to any coupon or claim for interest, the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of any one or more series of bonds then outstanding and accepted by and binding upon the holder of such coupon or claim for interest;

Third—In case any bonds have been called for redemption and default made in the payment of the redemption price, to the payment of any premiums payable on such redemption, ratably and without preference or priority of any one series over any other;

Fourth—Any surplus remaining to the Company, its successors or assigns or to whomsoever may be lawfully entitled to receive the same.

SECTION 10.13. To the extent that such rights may then lawfully be waived, neither the Company nor any one claiming through or under it shall, or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension, redemption or other laws now or hereafter in force in any locality where any of the mortgaged property may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the mortgaged property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Company, for itself and all who may claim

through or under it, hereby waives, to the extent that it may lawfully do so, the benefit of all such laws and hereby waives all right of appraisement and redemption to which it may be entitled under the laws of the Commonwealth of Pennsylvania or of any other State where any of the mortgaged property may be situated. And the Company, for itself and all who may claim through or under it, waives, to the extent that it may lawfully do so, any and all right to have the estates comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety.

SECTION 10.14. In case default shall be made in (a) the payment of the principal (and premium, if any) of any bonds hereby secured when the same shall become payable, whether at maturity, upon redemption, by declaration or otherwise, or (b) the payment of any interest on any bonds hereby secured and such default shall have continued for sixty days—then (i) the Company covenants that upon demand of the Trustee it will pay to the Trustee for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons for principal (and premium, if any) and interest (with interest to the extent enforceable on the overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture), and in addition thereto, such further amounts as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and any expenses or liabilities incurred by the Trustee hereunder, without negligence or bad faith on the part of the Trustee; and (ii) the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute such action or proceeding at law or in equity as the Trustee being advised by counsel, may deem appropriate, for the collection of the sums so due and unpaid and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company or any other obligor on the bonds and collect in the manner provided by law, out of the property of the Company or any other obligor on the bonds, wherever situated, the moneys adjudged or decreed to be payable.

The Trustee shall be entitled to the extent permitted by law to institute and prosecute any action and enforce any judgment or final decree as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged property and the right of the Trustee to such judgment or final decree shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien hereof; and in case of a sale of any of the mortgaged property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustee in its own name and as trustee of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all the bonds and coupons then outstanding hereunder, for the benefit of the holders thereof, and shall be entitled to institute and prosecute any action and enforce any judgment or final decree as aforesaid for any portion of the debt remaining unpaid, with interest. No judgment or decree obtained by the Trustee and no levy of any execution upon any of the mortgaged property or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property or any part thereof, or any lien, rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the holders of the said bonds, but such lien, rights, powers and remedies of the Trustee and of the bondholders shall continue unimpaired as before.

Any moneys collected or received by the Trustee under this Section or Section 10.20 hereof shall be applied by it first to the payment of its proper expenses, liabilities (incurred without negligence or bad faith), disbursements and compensation and the proper expenses, liabilities (incurred without negligence or bad faith), disbursements and compensation of its agents and attorneys, and, second, toward payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such money shall have been collected, ratably and without preference or priority of any kind (subject to the provisions of Section 10.12 hereof) according to the amounts due and payable upon such bonds and coupons, respectively (with interest to the extent enforceable on overdue installments of interest at the highest rate of interest borne by any of the bonds outstanding under this Indenture),

at the date fixed by the Trustee for the distribution of such moneys, upon presentation of the several bonds and coupons and upon stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

SECTION 10.15. All rights of action (including the right to file proof of claim) under this Indenture or under any of the bonds or coupons, may be enforced by the Trustee without the possession of any of the bonds or coupons or the production thereof on any trial or other proceeding relative thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee and any recovery of judgment shall be for the equal benefit of the holders of the outstanding bonds and coupons, subject to the provisions of Section 10.12 hereof.

SECTION 10.16. No holder of any bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such holder shall have previously given to the Trustee written notice of a completed default, nor unless also the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; it being understood and intended that no one or more holders of the bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of outstanding bonds and coupons. Notwithstanding the provisions of Section 10.17 hereof or any other provision of this Indenture or any indenture supplemental hereto, nothing in this Indenture or in any such supplemental indenture contained shall, how-

ever, affect or impair the right of any bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on his bonds at and after maturity thereof as therein expressed or the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest on each of the bonds issued hereunder to the respective holders thereof at the time and place in said bonds and the appurtenant coupons expressed.

SECTION 10.17. Notwithstanding any other provision of this Indenture, all the parties hereto agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any bondholder or group of bondholders, holding in the aggregate more than ten per centum (10%) in principal amount of the bonds outstanding, or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on any bond, on or after the respective due date expressed in such bond.

SECTION 10.18. The Company may waive any period of grace provided for in this Article X.

SECTION 10.19. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder with respect to the mortgaged property, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 10.20. The Trustee is hereby irrevocably appointed (and the successive respective holders of bonds and coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the bonds and coupons issued hereunder, with authority to make or file, irrespective of whether the bonds or any of them are in default as to payment of principal or interest, in the respective names of the holders of the bonds or coupons or in behalf of all holders of the bonds or coupons as a class, any proof of debt, amendment to proof of debt, petition or other similar document; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all acts and things for and in behalf of the respective holders of the bonds or coupons as a class, as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the Trustee and of the holders of the bonds or coupons against the Company or any other obligor on the bonds allowed in any equity receivership, reorganization, insolvency, liquidation, bankruptcy or other proceedings relative to the Company or any other obligor on the bonds, or its creditors or its property, and to receive payment of or on account of such claims; and any receiver, assignee or trustee is hereby authorized by each of the bondholders to make such payments to the Trustee for application as provided in Section 10.14 hereof, and, in the event that the Trustee shall consent to the making of such payments directly to the bondholders, to pay to the Trustee any amount due it for proper compensation and expenses, including counsel fees, incurred by it up to the date of such distribution, and for liabilities so incurred without negligence or bad faith on the part of the Trustee. Nothing herein contained shall be construed to authorize the Trustee to accept any composition or plan of reorganization on behalf of the bondholders or to surrender any of the rights of the bondholders.

SECTION 10.21. All powers and remedies given by this Article to the Trustee or to the bondholders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the holders of the bonds, and no delay or omission of the Trustee or of any holder of any of the bonds or coupons to exercise any right or power accru-

ing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 10.16 hereof, every power and remedy given by this Article to the Trustee or to the bondholders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the bondholders.

ARTICLE XI.

Evidence of Rights of Bondholders and Ownership of Bonds.

Section 11.01. Whenever in this Indenture it is provided that the holders of a specified percentage in aggregate principal amount of the bonds may take any action (including the making of any demand or request, the giving of any notice or consent, or the taking of any other action) the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by bondholders in person or by attorney appointed in writing, or (b) by the record of the holders of bonds voting in favor thereof at any meeting of bondholders duly called and held in accordance with the provisions of Article XVI hereof, or (c) by a combination of such instrument or instruments and any such record of such a meeting of bondholders.

Proof of the execution of any such instrument, or of a writing appointing any such attorney, or of the holding by any person of any of the bonds or coupons shall, subject to the provisions of Sections 14.02 and 14.03 hereof, be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(a) The fact and date of the execution by any person of any instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the State in which he purports to act, that the person signing such instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer;

(b) The amount of bonds transferable by delivery, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proved either by exhibiting the bonds themselves or by a certificate executed by any trust company, bank, banker or other depositary wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such depositary, the bonds described in such certificate. Each such certificate shall be dated and shall state that on the date thereof a coupon bond or bonds bearing a specified serial number or numbers was deposited with or exhibited to such depositary by the person named in such certificate. The holding by the person named in any such certificate of any bond specified therein shall be presumed to continue unless (1) another certificate bearing a later date issued in respect of the same bond shall be produced, or (2) the bond specified in such certificate (or another coupon bond or bonds issued in exchange or substitution for said bond) shall be produced, or (3) the bond specified in such certificate shall be registered as to principal or shall have been surrendered in exchange for a fully registered bond. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered bonds shall be proved by the registry books. The record of any bondholders' meeting shall be proved in the manner provided in Section 16.06 hereof.

SECTION 11.02. The Company and the Trustee and any paying agent and any bond registrar may deem and treat the bearer of any temporary or coupon bond outstanding hereunder, which shall not at the time be registered as to principal as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, whether or not such bond or coupon shall be overdue, for the purpose of receiving payment thereof or on account thereof 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.

The Company and the Trustee and any paying agent and any bond registrar may deem and treat the person in whose name any

fully registered bond shall be registered upon the books of the Company as herein authorized, as the absolute owner of such bond, whether or not such bond shall be overdue, for the purpose of receiving payment of or on account of the principal of and interest on such bond and for all other purposes, and they may deem and treat the person in whose name any coupon bond shall be so registered as to principal as the absolute owner of such bond, whether or not such bond shall be overdue, for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, except to receive payment of interest represented by detached coupons; and all such payments so made to any such registered holder or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

Neither the Company nor the Trustee shall be bound to recognize any person as the holder of a bond outstanding under this Indenture unless and until his bond is submitted for inspection, if required, except as may otherwise be provided by regulations made under Section 16.05 hereof, and his title thereto satisfactorily established if disputed.

SECTION 11.03. In determining whether the holders of the requisite aggregate principal amount of bonds have concurred in any direction, demand, request, notice, consent or other action under this Indenture, bonds which are owned by the Company or any other obligor on the bonds or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any such obligor shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, demand, request, notice, consent or other action only bonds which the Trustee knows are so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section, if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such bonds and that the pledgee is not an affiliate of the Company or any other obligor on the bonds. In case of

a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 11.04. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 11.01 hereof, of the taking of any action by the holders of the percentage in aggregate principal amount of the bonds specified in this Indenture in connection with such action, any holder of a bond the serial number of which is shown by the evidence to be included in the bonds the holders of which have consented to such action may, by filing written notice with the Trustee at its principal office and upon proof of holding as provided in Section 11.01 hereof, revoke such action so far as concerns such bonds. Except as aforesaid any such action taken by the holder of any bond shall be conclusive and binding upon such holder and upon all future holders of such bond (and any bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such bond, and in any event any action taken by the holders of the percentage in aggregate principal amount of the bonds specified in this Indenture in connection with such action shall be conclusively binding upon the Company, the Trustee and the holders of all the bonds.

ARTICLE XII.

IMMUNITY OF INCORPORATORS, SUBSCRIBERS TO THE CAPITAL STOCK, STOCKHOLDERS, OFFICERS AND DIRECTORS.

SECTION 12.01. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any indenture supplemental hereto, or in any bond or coupon hereby secured, or for any claim based thereon, or otherwise in respect thereof, shall be had 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 predecessor or any successor corporation, either directly or through the Company or any predecessor or successor corporation under any present or future rule of law, statute or constitution or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that this In-

denture, any indenture supplemental hereto and the obligations hereby and thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, subscribers to the capital stock, stockholders, officers or directors, as such, of the Company or of any predecessor or successor corporation, or any of them under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any indenture supplemental hereto or in any of the bonds or coupons hereby secured, or implied therefrom, or because thereof or otherwise in respect thereof, and that any and all such personal liability of every name and nature, and any and all rights and claims against every such incorporator, subscriber to the capital stock, stockholder, officer or director, as such, whether arising at common law or in equity, or created by rule of law, statute, constitution or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE XIII.

Consolidation, Merger and Sale.

Section 13.01. Nothing in this Indenture shall prevent any consolidation or merger of the Company with or into, or any sale, transfer, conveyance or lease (subject to the continuing lien of this Indenture and to all the provisions hereof) of all or substantially all the mortgaged property as an entirety to any other corporation lawfully entitled to acquire and operate such property, or successive consolidations, mergers, sales, transfers, conveyances or leases to which the Company or its successor or successors shall be a party or parties; provided, however, that no such consolidation, merger, sale, transfer, conveyance or lease shall impair the lien and security of this Indenture or any of the rights and powers of the Trustee or of the bondholders hereunder; and provided further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time upon the happening of an event of default, and also by the purchaser of the property so leased at any sale thereof made under the power of sale herein conferred or pursuant to judicial proceedings under or upon this Indenture; and provided further, that

upon any such consolidation, merger, sale, transfer or conveyance, or upon any such lease the term of which extends beyond the maturity of any of the bonds secured hereby, the due and punctual payment of the principal of and interest on all bonds at the time outstanding, according to their tenor and the due and punctual performance and observance of all of the covenants and conditions of this Indenture, shall, by an indenture supplemental hereto, in form satisfactory to the Trustee executed and delivered to the Trustee, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation, or to which any such sale, transfer or conveyance shall have been made (such corporation being herein called the successor corporation), or by the lessee under any such lease the term of which extends beyond the maturity of any of the bonds secured hereby.

SECTION 13.02. Every such successor corporation upon executing and causing to be recorded an indenture supplemental hereto as provided in Section 13.01 hereof, in form satisfactory to the Trustee, shall succeed to and be substituted for the Company with the same effect as if it had been named as the party of the first part herein; and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the party of the first part named herein, and under the corporate seal of either company, any and all bonds which shall not theretofore have been signed by the party of the first part and delivered to the Trustee; and the Trustee, upon the order of such successor corporation, in lieu of the party of the first part, and subject to the terms, conditions and limitations prescribed in this Indenture, shall authenticate any and all bonds which shall have previously been signed and delivered by the Company to the Trustee for authentication, and any bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustee for that purpose, and shall deliver the same to said successor corporation or upon its order; provided, however, that as a condition precedent to the execution by such successor corporation and the authentication and delivery by the Trustee of any such additional bonds, other than pursuant to Section 4.04 or Section 4.05 hereof, such successor corporation shall subject all of the properties and franchises then owned or thereafter acquired by it (except properties of the nature specifically excepted from the lien hereof) to the lien of this Indenture;

and in the case of the exercise of any other privilege with respect to property additions (including the taking of a credit for the purpose of any maintenance and renewal, amortization, improvement or analogous fund hereunder or under any indenture supplemental hereto), such successor corporation shall subject to the lien of this Indenture all property additions which are made the basis for the exercise of such privilege; in each case with similar force, effect and standing as if the Company had itself acquired or constructed such properties and franchises or property additions and had not been consolidated with, or merged into such other corporation or had not sold, conveyed or transferred all or substantially all of the properties subject to this Indenture as aforesaid to such other corporation. No assumption by any such successor corporation of the obligations of the Company under this Indenture and no agreement by such successor corporation to pay the principal of and interest on the bonds issued hereunder and to observe all of the other covenants and conditions contained in this Indenture expressed herein to be kept and observed by the Company shall, by way of novation or otherwise, release or relieve the Company from its liability on the bonds and coupons and on the covenants and conditions of this Indenture.

The Trustee may receive the opinion of counsel as conclusive evidence that any consolidation, merger, sale, transfer, conveyance or lease and that any supplemental indenture complies with the foregoing conditions and provisions of this Article XIII, subject to the provisions of Sections 14.02 and 14.03 hereof.

SECTION 13.03. The Trustee shall be under no duty to see that any such successor corporation shall assume the payment of the bonds and the performance of the covenants and conditions hereof, except as a condition precedent to the vesting in such successor corporation of the rights and powers conferred by Section 13.02 hereof. No such consolidation, merger, sale, transfer, conveyance or indenture supplemental hereto shall, or is intended to, subject to the lien of this Indenture any or all of the properties or franchises of any successor corporation owned by such successor corporation at the time of such consolidation, merger, sale, transfer or conveyance, other than as in Section 13.02 hereof or hereinafter in this Section 13.03 provided, unless the successor corporation, in its discretion, shall subject the same to

the lien hereof; but the foregoing provisions of this Section 13.03 notwithstanding, this Indenture shall, after such consolidation, merger, sale, transfer or conveyance, constitute a lien, of the rank herein provided, upon all properties and franchises acquired by such successor corporation from the Company which were subject to the lien hereof immediately prior to such consolidation, merger, sale, transfer or conveyance and upon all additions, extensions, improvements, repairs and replacements to or about the mortgaged property, and upon such property as may be acquired by the successor corporation in pursuance of any covenant or agreement hereof to be kept or performed by the Company.

SECTION 13.04. At any time prior to the exercise of the powers conferred by this Article XIII, the Company, or a successor corporation, by instrument in writing executed by authority of its Board of Directors, by the affirmative vote of two-thirds of the whole number of directors, and delivered to the Trustee, may surrender any of the powers reserved to it, or to its successors, as aforesaid; and thereupon such powers so surrendered shall terminate.

ARTICLE XIV.

CONCERNING THE TRUSTEE.

SECTION 14.01. The Trustee shall at all times be a bank or trust company having its principal office and place of business in the Borough of Manhattan, The City of New York, if there be such a bank or trust company willing and able to accept the trust upon reasonable or customary terms, and shall at all times be a corporation organized and doing business under the laws of the United States or of any State, with a combined capital and surplus of at least Five Million Dollars ($5,000,000) and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or State authority. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in this Section, then for the purposes of this Section the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Company covenants that whenever necessary to avoid or fill a vacancy in the office of Trustee, it will, in the manner provided in Section 14.18 hereof, appoint a Trustee so that there shall at all times be a Trustee eligible under this Section.

SECTION 14.02. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to a completed default, and after the curing of all completed defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of a completed default (which has not been cured) to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

SECTION 14.03. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to a completed default hereunder and after the curing of all completed defaults which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee prior to a completed default and after the curing of all completed defaults which may have occurred, shall be determined solely by the express provisions of this Indenture; and

(b) prior to a completed default hereunder and after the curing of all completed defaults which may have occurred, and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely as to the truth of the statements and the correctness of opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture; and

(c) the Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(d) the Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the bonds at the time outstanding (determined as provided in Section 1.02 hereof) relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

SECTION 14.04 The recitals of fact contained herein and in the bonds (other than the Trustee's certificate of authentication) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the value of the mortgaged property or any part thereof, or as to the title of the Company thereto, or as to the validity or adequacy of the security afforded thereby and hereby, or as to the validity of this Indenture or of the bonds or coupons issued hereunder.

Subject to the provisions of Sections 14.02 and 14.03 hereof, except as herein otherwise specifically provided, the Trustee shall be under no duty to file or record or cause to be filed or recorded this Indenture (including any instruments supplemental hereto) or any purchase money mortgage held hereunder as a mortgage, conveyance or transfer of real or personal property or otherwise, or to refile or to re-record or renew the same, or to procure any further, other, or additional instruments of further assurance, or to see to the delivery to it of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same, or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the lien hereof. Subject as aforesaid the Trustee shall not be liable for failure of the Company to insure or to renew insurance or for responsibilities of insurers or for the adequacy of any insurance funds created by the

Company as permitted by the provisions of Section 5.06 hereof, or for the failure of the Company to pay or cause to be paid any tax or taxes in respect of the mortgaged property, or any part thereof, or otherwise, nor shall the Trustee be under any duty in respect of any tax which may be assessed against it or the owners of the bonds outstanding hereunder in respect of the mortgaged property. Subject as aforesaid the Trustee shall be under no duty or responsibility with respect to the validity or value of any securities at any time held by it hereunder. The Trustee shall be under no responsibility or duty with respect to the disposition of the bonds authenticated and delivered hereunder, or the application of the proceeds thereof, or the application of any moneys paid to the Company under any of the provisions hereof.

SECTION 14.05. The Trustee shall not be personally liable in case of entry by it upon the mortgaged property for debts contracted or liability or damages incurred in the management or operation of said property.

SECTION 14.06. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Company shall be deemed to have been sufficiently given or served, for all purposes, by being deposited postage prepaid in a post-office letter box addressed (until another address is filed by the Company with the Trustee for the purposes of this Section), as follows: Metropolitan Edison Company, 412 Washington Street, Reading, Pennsylvania.

SECTION 14.07. To the extent permitted by Sections 14.02 and 14.03 hereof:

(1) The Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, direction, order, appraisal, report, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and

(2) The Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection

in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

SECTION 14.08. The Trustee shall not be under any responsibility for the approval of any expert for any of the purposes expressed in this Indenture, except that nothing in this Section contained shall relieve the Trustee of its obligation to exercise reasonable care with respect to the approval of independent experts who may furnish opinions or certificates to the Trustee pursuant to any provision of this Indenture.

Any resolution of the Board of Directors shall be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted, and the Trustee may accept such copy as conclusive evidence of the adoption of such resolution.

Nothing contained in this Section shall be deemed to modify the obligation of the Trustee to exercise after a completed default (which has not been cured) the rights and powers vested in it by this Indenture with the degree of care and skill specified in Section 14.02 hereof.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

SECTION 14.09. The Trustee in its individual or any other capacity may become the owner or pledgee of bonds or coupons secured hereby with the same rights it would have if not the Trustee.

SECTION 14.10. Subject to the provisions of Section 15.04 hereof, all moneys received by the Trustee whether as trustee or paying agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

SECTION 14.11. The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company will reimburse the Trustee with interest for all advances made by the Trustee, in accordance with any of the provisions of this Indenture, and will pay to the Trustee from time to time its expenses and disbursements (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ). The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises. The obligations of the Company to the Trustee under this Section shall be secured by a lien prior to that of the bonds upon the mortgaged property, including all property or funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular bonds and coupons.

SECTION 14.12. Whenever in the administration of the trusts of this Indenture, prior to a completed default hereunder, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Comptroller or an Assistant Comptroller of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof. Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Company by the President or a Vice-President and the Secretary or an Assistant Secretary or the

Treasurer or an Assistant Treasurer and delivered to the Trustee, unless other evidence in respect thereof be herein specifically prescribed.

SECTION 14.13. Whenever it is provided in this Indenture that the Trustee shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustee taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

SECTION 14.14. (a) If the Trustee has or acquires any conflicting interest, as defined by subsection (d) of this Section, the Trustee shall within ninety days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in Section 14.18 hereof. Upon giving such notice of resignation, the resigning trustee shall publish notice thereof in one daily newspaper of general circulation in the Borough of Manhattan, The City of New York, once in each of three successive calendar weeks, in each case on any business day of the week, which need not be the same day in each week. If the resigning trustee fails to publish such notice within ten days after giving written notice of resignation to the Company, the Company shall publish such notice.

(b) In the event that the Trustee shall fail to comply with the provisions of the preceding subsection (a) of this Section, the Trustee shall within ten days after the expiration of such ninety day period transmit notice of such failure to the bondholders, in the manner and to the extent provided in subsection (c) of Section 6.04 hereof with respect to reports pursuant to subsection (a) of Section 6.04 hereof.

(c) Subject to the provisions of Section 10.17 hereof any bondholder who has been a bona fide holder of a bond or bonds for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor if such Trustee fails, after written request therefor by such holder, to comply with the provisions of subsection (a) of this Section.

(d) The Trustee shall be deemed to have a conflicting interest if—

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture; provided that there shall be excluded from the operation of this paragraph any other indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the bonds or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of the Trustee and a director and/or an executive officer of the Company, but may not be at the same time an executive officer of both the Trustee and the Company; (B) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company; and (C) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary or in any other similar capacity or,

subject to the provisions of paragraph (1) of this subsection (d), to act as trustee whether under an indenture or otherwise;

(5) ten per centum (10%) or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or twenty per centum (20%) or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per centum (10%) or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, (A) five per centum (5%) or more of the voting securities or ten per centum (10%) or more of any other class of security of the Company, not including the bonds issued under this Indenture and securities issued under any other indenture under which the Trustee is also trustee, or (B) ten per centum (10%) or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, five per centum (5%) or more of the voting securities of any person who, to the knowledge of such trustee, owns ten per centum (10%) or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, ten per centum (10%) or more of any class of security of any person who, to the knowledge of the Trustee, owns fifty per centum (50%) or more of the voting securities of the Company; or

(9) the Trustee owns on May 15th in any calendar year in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum (25%) or more of the voting securities or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraphs (6), (7), or (8)

of this subsection (d). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum (25%) of such voting securities or twenty-five per centum (25%) of any such class of security. Promptly after May 15th in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of May 15th. If the Company fails to make payment in full of principal or interest upon the bonds when and as the same become due and payable, and such failure continues for thirty days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by the Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such Trustee for the purposes of paragraphs (6), (7), and (8) of this subsection (d).

The specifications of percentages in paragraphs (5) to (9), inclusive, of this subsection (d) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or (7) of this subsection (d).

For the purposes of paragraphs (6), (7), (8) and (9) of this subsection (d) only, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty days or more and shall not have been cured; and (C) the Trustee, shall not be deemed to be the owner or holder of (i) any security which it holds as collateral

security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

For the purposes of this subsection (d) only, the term "voting security" shall mean any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person.

For the purposes of this subsection (d) only, the term "director" shall mean any director of a corporation or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

For the purposes of this subsection (d) only, the term "executive officer" shall mean the President, every Vice-President, every Trust Officer, the Cashier, the Secretary and the Treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the Chairman of the Board of Directors.

For the purposes of this subsection (d) only, the term "underwriter" when used with reference to the Company shall mean every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

For the purposes of this subsection (d) only, the term "Company" shall include any obligor on bonds secured hereby.

(e) The percentages of voting securities and other securities specified in subsection (d) of this Section shall be calculated in accordance with the following provisions:

(i) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section (each of whom is referred to as a "person" in this subsection (e)) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(ii) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(iii) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(iv) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(1) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(2) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(3) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(4) Securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(v) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges, provided, however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, and provided, further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

(f) The provisions of this Section which have been made specifically applicable to the Trustee, shall apply, if a separate or co-trustee is appointed pursuant to Section 14.19 hereof, to any separate or co-trustee, except that in case of the resignation of a separate or co-trustee such resignation and the appointment of a successor shall (subject to the provisions of subsection (c) of this Section) be governed by the provisions of paragraph (3) of Section 14.19 hereof.

SECTION 14.15. (a) Subject to the provisions of subsection (b) of this Section, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default (as defined in the last paragraph of this subsection), or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the holders of the bonds, and the holders of other indenture securities (as defined in the last paragraph of this subsection)

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of this subsection or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee,

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in the last paragraph of this subsection would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C) and (D), property substituted after the beginning of such four months' period for property

held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of such Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the bondholders, and the holders of other indenture securities in such manner that the Trustee, the bondholders, and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee, the bondholders, and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership, or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between the Trustee, the bondholders, and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph

due consideration in determining the fairness of the distributions to be made to such Trustee, the bondholders, and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any trustee who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this subsection as though such resignation or removal had not occurred. If any trustee has resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this subsection if and only if the following conditions exist—

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such trustee had continued as trustee, occurred after the beginning of such four months' period; and

(ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

As used in this Section, the term "default" shall mean any failure to make payment in full of the principal of or interest upon the bonds or upon the other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" shall mean securities upon which the Company is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) under which the Trustee is also trustee, (b) which contains provisions substantially similar to the provisions of this subsection, and (c) under which a default exists at the time of the apportionment of the funds and property held in said special account.

(b) There shall be excluded from the operation of subsection (a) of this Section a creditor relationship arising from—

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity

of one year or more at the time of acquisition by the Trustee; and for the purposes of this paragraph the term "security" shall mean any note, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, investment contract, certificate of deposit for a security, or, in general, any interest or instrument commonly known as a "security" or any certificate of interest or participation in, temporary or interim certificate for, receipt for, or guaranty of, any of the foregoing;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Indenture for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other liens or encumbrances, prior to the lien of this Indenture, on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders as provided in subsections (a), (b) and (c) of Section 6.04 hereof with respect to advances by the Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in the last paragraph of this subsection;

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in the last paragraph of this subsection.

As used in this Section, the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is

made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee, simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; the term "Trustee" shall include the Trustee and any separate or co-trustee appointed pursuant to Section 14.19 hereof; and the term "Company" shall include any obligor on the bonds secured hereby.

SECTION 14.16. The Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company, specifying the day upon which such resignation shall take effect, and thereafter publishing notice thereof, in one daily newspaper of general circulation in the Borough of Manhattan, The City of New York, once in each of three successive calendar weeks, in each case on any business day of the week, which need not be the same day in each week, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders or the Company in the manner hereinafter provided in Section 14.18 hereof, and in such event such resignation shall take effect immediately on the appointment of such successor trustee. This Section shall not be applicable to resignations pursuant to Section 14.14 hereof.

SECTION 14.17. The Trustee may be removed at any time by the holders of a majority in principal amount of the bonds then outstanding (determined as provided in Section 1.02 hereof) or by their attorneys in fact duly authorized, evidenced as provided in Article XI hereof, notification thereof being given to the Company and to the Trustee.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 14.01 hereof, then the Trustee shall resign immediately in the manner and with the effect specified in Section 14.16 hereof, and, in the event that the Trustee does not resign immediately in such case, then it may be removed forthwith (a) by the Company evidenced by an instrument signed in the name of the Company by the President or a Vice-President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and filed with the Trustee or (b) by the holders of a majority in principal amount of the bonds then outstanding (determined as provided in Section 1.02 hereof) or by their attorneys in fact duly authorized, evidenced as provided in Article XI hereof, notification thereof being given to the Company and to the Trustee.

SECTION 14.18. In case at any time the Trustee shall resign or shall be removed (unless the Trustee shall be removed as provided in subsection (c) of Section 14.14 hereof in which event the vacancy shall be filled as provided in said subsection) or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of Trustee and a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then outstanding (determined as provided in Section 1.02 hereof), or by their attorneys in fact duly authorized, evidenced as provided in Article XI hereof, notification thereof being given to the Company and the retiring trustee as well as the new trustee; provided, nevertheless, that until a new trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors or Executive Committee and duly signed by its President or a Vice-President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment made by it in the manner provided in Section 14.16 hereof. Any new trustee appointed by the Company shall, immediately and without further act, be superseded by a trustee appointed by the bondholders as above provided, if such appointment by the bond-

holders be made prior to the expiration of one year after the first publication of notice of the appointment of the new trustee by the Company.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within six months after a vacancy shall have occurred in the office of trustee, the holder of any bond outstanding hereunder or any retiring trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.

If the Trustee resigns because of a conflict of interest as provided in subsection (a) of Section 14.14 hereof and a successor has not been appointed by the Company or the bondholders, or, if appointed, has not accepted the appointment within thirty days after the date of such resignation, the resigning trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Any trustee appointed under the provisions of this Section in succession to the Trustee shall be eligible under Section 14.01 hereof and shall be qualified under Section 14.14 hereof.

Any trustee which has resigned or been removed shall nevertheless retain a lien upon the mortgaged property, including all property or funds held or collected by the trustee as such, except funds held in trust for the benefit of the particular bonds or coupons, to secure the amounts due to the trustee as compensation, reimbursement, expenses and indemnity, afforded to it by Section 14.11 hereof.

SECTION 14.19. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the mortgaged property then subject, or to become subject, to this Indenture may be located, the Company and the Trustee shall have power to appoint, and, upon the request of the Trustee the Company shall for such purposes join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons approved by the Trustee either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof.

In the event that the Company shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have power to make such appointment.

Every separate trustee and every co-trustee, other than any trustee which may be appointed as successor to Guaranty Trust Company of New York, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely;

(1) The rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Trustee, or the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the supplemental indenture appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees;

(2) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by Guaranty Trust Company of New York or its successor in the trust hereunder; and

(3) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have

joined in such action within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section.

No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

Any notice, request or other writing, by or on behalf of the holders of the bonds delivered to Guaranty Trust Company of New York, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then separate trustees or co-trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to Guaranty Trust Company of New York shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such separate trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with Guaranty Trust Company of New York or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with Guaranty Trust Company of New York or its successor in the trust hereunder. Any separate trustee or trustees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute Guaranty Trust Company of New York or its successor in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be permitted by law, to do any and all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall be vested in and be exercised by Guaranty Trust Company of New York or its successor in the trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

SECTION 14.20. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to his or its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of his or its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in principal amount of the bonds then outstanding hereunder, and upon payment of all its compensation and expenses, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which he or it succeeds, in and to the mortgaged property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like terms, pay over, assign and deliver to the successor trustee any money or other property subject to the lien of this Indenture, including any pledged securities, which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 14.21. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, provided such corporation shall be eligible under the provisions of Section 14.01 hereof and be qualified under Section 14.14 hereof shall be the successor Trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any

of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the orginal Trustee or of any successor to it as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor Trustee may authenticate such bonds either in the name of any predecessor trustee hereunder or in the name of such successor trustee, and in all such cases such certificates shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 14.22. In order further to assure the Trustee that it will be compensated, reimbursed and indemnified as provided in Section 14.11 and that the prior lien provided for in Section 14.11 upon the mortgaged property to secure the payment of such compensation, reimbursement and indemnity will be enforced for the benefit of the Trustee, all parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed that in the event of

(1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction,

(2) the filing of any petition seeking the reorganization of the Company or other similar relief under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America or of any State thereof,

(3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Company,

(4) the filing of any bill to foreclose this Indenture,

(5) the filing by the Company of a petition to take advantage of any insolvency act, or

(6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Company,

the Trustee may file from time to time in any such proceeding or proceedings one or more claims, supplemental claims and amended claims as a secured creditor for its reasonable compensation for all services rendered by it (including services rendered during the course of any such proceeding or proceedings) and for reimbursement for all advances, expenses and disbursements (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) made or incurred by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties herein of the Trustee, and for any and all amounts to which the Trustee is entitled as indemnity as provided in Section 14.11; and the Trustee and its counsel and agents may file in any such proceeding or proceedings applications or petitions for compensation for such services rendered, for reimbursement for such advances, expenses and disbursements, and for such indemnity. The claim or claims of the Trustee filed in any such proceeding or proceedings shall be reduced by the amount of compensation for services, reimbursement for advances, expenses and disbursements, and indemnity paid to it following final allowance to it and to its counsel and agents by the court in any such proceeding as an expense of administration or in connection with a plan of reorganization or readjustment. To the extent that compensation, reimbursement and indemnity are denied to the Trustee or to its counsel or other agents because of not being rendered or incurred in connection with the administration of an estate in a proceeding or in connection with a plan of reorganization or readjustment approved as required by law, because such services were not rendered in the interests of and with benefit to the estate of the Company as a whole but in the interests of and with benefit to the holders of the bonds, in the execution of the trusts hereby created or in the exercise and performance of any of the powers and duties hereunder of the Trustee or because of any other reason, the court may, to the extent permitted by law, allow such claim, as supplemented and amended, in any such proceeding or proceedings and, for the purposes of any plan of reorganization or readjustment of the Company's obligations, may classify the Trustee as secured creditor of

a class separate and distinct from that of other creditors and of a class having priority and precedence over the class in which the holders of bonds are placed by reason of having a lien, prior and superior to that of the holders of the bonds, upon the mortgaged property, including all property or funds held or collected by the Trustee as such. The amount of the claim or claims of the Trustee for services rendered and for advances and the expenses and disbursements, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, which are not allowed and paid in any such proceedings but for which the Trustee is entitled to the allowance of a secured claim as herein provided, may be fixed by the court or judge in any such proceeding or proceedings to the extent that such court or judge has or exercises jurisdiction over the amount of any such claim or claims.

If, and to the extent that, the Trustee and its counsel and other persons not regularly in its employ do not receive compensation for services rendered, reimbursement of its advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any such proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustee shall be entitled, in priority to the holders of the bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the holders of bonds in any such proceeding or proceedings and the Trustee is hereby constituted and appointed, irrevocably, the attorney-in-fact for the holders of the bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustee, its counsel and other persons not regularly in its employ on account of services rendered, advances, expenses and disbursements made or incurred, or indemnity, and to pay and distribute the balance, *pro rata,* in accordance with the provisions of this Indenture, to the holders of the bonds and coupons. The Trustee shall have a lien upon any securities or other considerations to which the holders of bonds may become entitled pursuant to any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

ARTICLE XV.

Defeasance.

Section 15.01. If (a) the Company shall deliver to the Trustee for cancellation all bonds and coupons theretofore authenticated and not theretofore cancelled, or (b) all the bonds not theretofore cancelled or delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and the Company shall deposit with the Trustee as trust funds, or shall leave with it if previously so deposited, moneys sufficient to pay at maturity or upon redemption all of the bonds not theretofore cancelled or delivered to the Trustee for cancellation, including principal (and premium, if any) and interest due or to become due to such date of maturity or redemption as the case may be, and if in either case the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then this Indenture shall cease to be of further effect. In such event the Trustee, on demand of the Company accompanied by an officers' certificate and an opinion of counsel in accordance with the provisions of Section 3.01 hereof and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture, and shall cause the same to be discharged of record, and shall execute and deliver to the Company such deeds as shall be requisite to reconvey to the Company the estate and title hereby conveyed, and shall release and assign, or cause to be released and assigned, to the Company all of its interest in the mortgaged property, and shall assign and deliver to the Company or upon its order, signed as aforesaid, all securities and moneys then held by the Trustee under the provisions hereof other than the moneys deposited or left with the Trustee as above provided in this Section. The Company agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred by the Trustee in connection with this Indenture or with the bonds and for any liabilities so incurred without negligence or bad faith on the part of the Trustee.

If on or within one year prior to the maturity of the bonds of any series the Company shall deposit with the Trustee as trust funds, or

shall leave with it if previously so deposited, moneys sufficient to pay all of the bonds of such series, including principal and interest due or to become due to such date of maturity, then such bonds shall no longer be secured by the lien of this Indenture.

SECTION 15.02. Subject to the provisions of Section 15.04 hereof, all moneys deposited with the Trustee pursuant to Section 15.01 hereof shall be held in trust and applied by it to the payment, either directly or through any paying agent, to the holders of the particular bonds and coupons, for the payment or redemption of which such moneys have been deposited with the Trustee, of all sums due and to become due thereon for principal and interest and premium, if any.

SECTION 15.03. Upon the satisfaction and discharge of this Indenture all moneys then held by any paying agent under the provisions of this Indenture shall, upon demand of the Company, be repaid to it and thereupon such paying agent shall be released from all further liability with respect to such moneys.

SECTION 15.04. In case within six years after the satisfaction and discharge of this Indenture any amount deposited or left with the Trustee, as provided in Section 15.01 hereof, shall not have been claimed by the holders of the bonds and coupons entitled thereto, the Trustee shall, upon demand, pay over to the Company, such amount not so claimed; and the Trustee shall thereupon be relieved from all responsibility to the holders of such bonds and coupons, and in the event of such payment to the Company the holder of any such bond or coupon shall be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount so paid over to the Company with respect to such bond or coupon, without interest; provided, however, that before being required to make any such payment to the Company, the Trustee may, at the expense of the Company, cause to be published once during each of two successive calendar weeks, upon any business day of each such calendar week, in a daily newspaper of general circulation in the Borough of Manhattan, The City of New York, notice that said moneys remain unclaimed and that after the date named in said notice, which date shall not be less than fifteen days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Company.

ARTICLE XVI.

Meetings of Bondholders.

Section 16.01. A meeting of bondholders may be called at any time and from time to time pursuant to the provisions of this Article XVI for any of the following purposes:

(1) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by bondholders pursuant to any of the provisions of Article X hereof;

(2) to remove the Trustee and appoint a successor trustee pursuant to the provisions of Article XIV hereof;

(3) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 17.02 hereof; or

(4) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the bonds under any other provision of this Indenture or under applicable law.

Section 16.02. The Trustee may at any time call a meeting of bondholders to take any action specified in Section 16.01 hereof, to be held at such time and at such place in the Borough of Manhattan, The City of New York, as the Trustee shall determine. Notice of every meeting of bondholders, setting forth the time and the place of such meeting and the action proposed to be taken at such meeting and specifying each series of bonds which would be affected by the proposed action, shall be published at least four times in one daily newspaper of general circulation, in the Borough of Manhattan, The City of New York, the first publication in any such newspaper to be not less than twenty nor more than one hundred and eighty days prior to the date fixed for the meeting, and shall be mailed not less than thirty days before such meeting (a) to each registered holder of bonds, which would be affected by the action proposed to be taken at the meeting, then outstanding hereunder addressed to him at his address appearing on the registry books, (b) to each holder of any such bond payable to bearer who shall have filed within two

years with the Trustee an address for notices to be addressed to him, (c) to all other bondholders whose names and addresses are preserved at the time by the Trustee, as provided in subdivision (a) of Section 6.02 herof, and (d) to the Company addressed to it at Reading, Pennsylvania, or at such other address as may be designated by the Company from time to time; provided, however, that the mailing of such notice to any bondholder shall in no case be a condition precedent to the validity of any action taken at such meeting.

For the purposes of this Article and of Article XVII hereof, bonds shall be deemed to be affected by action taken at any meeting if such action adversely affects or diminishes the rights of holders thereof against the Company or against its property. Any modification of the provisions of any sinking or analogous fund established in respect of any particular series shall be deemed to affect only the bonds of that series. The Trustee may in its discretion determine whether or not, in accordance with the foregoing, bonds of any particular series would be affected by action proposed to be taken at a meeting and any such determination shall be conclusive upon the holders of bonds of such series and all other series. Subject to the provisions of Sections 14.02 and 14.03, the Trustee shall not be liable for any determination made in good faith in connection herewith.

SECTION 16.03. In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least ten per centum (10%) in aggregate principal amount of the bonds then outstanding, which would be affected by the action proposed to be taken, shall have requested the Trustee to call a meeting of bondholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first publication of the notice of such meeting within twenty days after receipt of such request, then the Company or the holders of bonds in the amount above specified may determine the time and place in the United States of America for such meeting and may call such meeting to take any action authorized in Section 16.01 hereof, by publishing notice thereof as provided in Section 16.02 hereof.

SECTION 16.04. To be entitled to vote at any meeting of bondholders a person shall (a) be a holder of coupon bonds transferable by delivery of a series which would be affected by the proposed action;

or (b) be a registered holder of bonds of such a series (whether the same be fully registered or registered as to principal); or (c) be the holder of a certificate then in effect and satisfactory to the Trustee issued pursuant to Section 11.01 hereof; or (d) be a person appointed by an instrument in writing as a proxy for such a holder or holders of bonds of such a series or for a holder of such a certificate. The only persons who shall be entitled to be present or to speak at any meeting of bondholders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel, and any representatives of the Company and its counsel.

SECTION 16.05. Notwithstanding any other provisions of this Indenture, the Trustee on its own motion or on request of the Company may, or upon request of the holders of a majority in principal amount of the bonds outstanding shall, make and from time to time vary such reasonable regulations as it may deem advisable for any meeting of bondholders, in regard to proof of the holding of bonds and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and, except as otherwise provided in this Section and Section 16.06, such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of bonds shall be proved in the manner specified in Section 11.01 hereof and the appointment of any proxy shall be proved in the manner specified in said Section 11.01 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company authorized by said Section 11.01 to certify to the holding of bonds transferable by delivery.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by bondholders as provided in Section 16.03 hereof, in which case the Company or the bondholders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by majority vote of the bondholders and proxies present at the meeting irrespective of the principal amount of the bonds held or represented by them.

Subject to the provisions of Section 11.03 hereof, upon the submission of any resolution, at any meeting each bondholder or proxy shall be entitled to one vote for each and every unit held by such bondholder or by the bondholders represented by such proxy, as the case may be, of the lowest principal amount of any of the bonds then outstanding, the holders of which are entitled to vote as in this Article set forth, provided, however, that no vote shall be cast or counted at any meeting in respect of any bond challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of bonds held by him or instruments in writing as aforesaid duly designating him as the person to vote on behalf of other bondholders. Any meeting of bondholders duly called pursuant to the provisions of Section 16.02 or 16.03 hereof may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

SECTION 16.06. The vote upon any resolution submitted in accordance with the provisions of Section 16.01 hereof shall be by written ballots on which shall be subscribed the signatures of the holders of bonds or their representatives by proxy and the serial number or numbers of the bonds held or represented by them. The chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published as provided in Section 16.02 hereof. The record shall show the serial numbers of the bonds voting in favor of any resolution submitted in accordance with the provisions of Section 16.01 hereof. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 16.07. Nothing in this Article contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of bondholders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the bondholders under any of the provisions of this Indenture or of the bonds.

ARTICLE XVII.

SUPPLEMENTAL INDENTURES.

SECTION 17.01. The Company, when authorized by a resolution of its Board of Directors, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall not contain any provisions which are in conflict with the Trust Indenture Act of 1939 as then in force) for one or more of the following purposes:

(a) to correct or amplify the description of any property hereby mortgaged or intended so to be or to convey, transfer and assign to the Trustee and subject to the lien of this Indenture, with the same force and effect as though included in the granting clause hereof, additional property then owned by the Company, acquired through consolidation, merger, purchase or otherwise;

(b) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article XIII hereof;

(c) to set forth the terms and provisions of any series of bonds to be issued hereunder (other than the bonds of the 1974 Series) and the form of the bonds and coupons of such series;

(d) to add other limitations, to be thereafter observed, to the limitations in the authorized issue and purposes of issue of bonds or to add to the covenants of the Company such further covenants, restrictions or conditions for the protection of the mortgaged property and the holders of the bonds as its Board of Directors and the Trustee shall consider to be for the protection

of the holders of bonds, and to make the occurrence and continuance of a default in any of such additional covenants, restrictions or conditions a default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; provided, however, that in respect of any such additional covenant, restriction or condition such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default;

(e) to add appropriate provisions not inconsistent herewith in the event there shall be pledged hereunder any stocks, bonds or other securities of any corporation or association other than the Company; and

(f) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture and which shall not adversely affect the interests of the holders of the bonds.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed by the Company and the Trustee without the consent of the holders of any of the bonds at the time outstanding, notwithstanding any of the provisions of Section 17.02 hereof.

SECTION 17.02. With the consent (evidenced as provided in Section 11.01 or Article XVI hereof) of the holders of not less than seventy-five per centum (75%) in aggregate principal amount of the bonds at the time outstanding which would be affected by the action proposed to be taken, the Company, when authorized by a resolution of its Board of Directors, and the Trustee may, from time to time and at any time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that anything in this Article to the contrary notwithstanding (a) the bondholders shall have no power (i) to 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 express consent of the holder of each bond which would be so affected, or (ii) to 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 outstanding, or (iii) to permit the creation by the Company, after the date hereof, of any mortgage or pledge or lien in the nature thereof, ranking prior to or equal with the lien of this Indenture on any of the mortgaged property, or (iv) deprive the holder of any bond outstanding hereunder of the lien of this Indenture on any of the mortgaged property; (b) no action hereinabove specified which would affect the rights of the holders of bonds of one or more but less than all series as evidenced by an opinion of counsel may be taken unless approved by holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such one or more series affected, but if any such action would affect the bonds of two or more series, the approval of such action on behalf of the holders of bonds of such two or more series may be approved by holders of not less than seventy-five per centum (75%) in aggregate principal amount of outstanding bonds of such two or more series, which approval need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series.

Upon the request of the Company, accompanied by a copy of a resolution of its Board of Directors certified by the Secretary or an Assistant Secretary of the Company authorizing the execution of any

such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of bondholders as aforesaid, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental indenture.

It shall not be necessary for the consent of the bondholders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of this Section, the Company shall publish a notice, setting forth in general terms the substance of such supplemental indenture, at least once in a daily newspaper of general circulation in the Borough of Manhattan, The City of New York. Any failure of the Company to publish such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

SECTION 17.03. Upon the execution of any supplemental indenture pursuant to the provisions of this Article, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Indenture of the Company, the Trustee and the holders of bonds of all series outstanding thereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 17.04. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new bonds so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any modification of this Indenture contained in

any such supplemental indenture may be prepared by the Company, authenticated by the Trustee and delivered without cost to the holders of bonds then outstanding, upon surrender of such bonds and, in the case of coupon bonds, with all unmatured coupons and all matured coupons not fully paid, the new bonds so issued to be of an aggregate principal amount equal to the aggregate principal amount of those so surrendered.

ARTICLE XVIII.

MISCELLANEOUS.

SECTION 18.01. Nothing in this Indenture, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

SECTION 18.02. So long as the Company is not in default in the payment of the interest on any bonds then outstanding hereunder and none of the completed defaults specified in Section 10.01 hereof shall have occurred and be continuing, subject to the provisions of clause (b) of Section 8.08 hereof any money which has been deposited with the Trustee under any of the provisions hereof (other than money which has been deposited with the Trustee for the purpose of effecting payment or redemption of any bonds issued hereunder or interest thereon or which the Trustee has been directed to hold and apply for the purpose of such payment or redemption) shall, at the request of the Company evidenced by a resolution, be invested or reinvested by the Trustee in any bonds or other obligations of the United States of America (maturing in not more than two years from the date of investment therein) designated by the Company and not disapproved by the Trustee, and upon the written request of the Company and receipt by

the Trustee of an officers' certificate stating that no completed default specified in Section 10.01 hereof has occurred and is continuing and that the Company is not in default in the payment of interest on any of the bonds then oustanding hereunder, any interest on such bonds and obligations which may be received by the Trustee, shall be forthwith paid to the Company. Such bonds and obligations shall be held by the Trustee as a part of the mortgaged property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company or upon the occurrence of the event specified in clause (b) of Section 8.08 hereof, the Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds and obligations so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, the Company covenants that it will pay promptly to the Trustee such amount of cash as with the net proceeds from such sale will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or obligations so sold, the Trustee shall promptly pay to the Company an amount in cash equal to such excess, upon the written request of the Company and receipt by the Trustee of an officers' certificate stating that no completed default specified in Section 10.01 hereof has occurred and is continuing and that the Company is not in default in the payment of interest on any of the bonds then outstanding hereunder.

SECTION 18.03. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof, the Company, having deposited with the Trustee for the purpose, or having left with it if previously so deposited, moneys sufficient to pay the principal of such bond (and premium, if any), together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, then and in every such case, interest on said bond or on said overdue coupon shall forthwith cease; and thereupon it shall be the duty of the Trustee to hold the moneys,

so deposited, for the benefit of the holder of such bond or overdue coupon, as the case may be, subject to the provisions of Section 15.04 hereof. No holder of any bond or coupon shall be entitled to interest on such deposit.

SECTION 18.04. Subject to the provisions of Article XIII and Article XIV hereof, whenever in this Indenture any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company and/or the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 18.05. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision of this Indenture which has been included pursuant to any requirements of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provisions shall control.

SECTION 18.06. Whenever, except in Section 17.01 hereof, reference is made in this Indenture to the Trust Indenture Act of 1939, reference is made to such Act as approved August 3, 1939.

SECTION 18.07. The titles of the several Articles of this Indenture shall not be deemed to be any part thereof.

SECTION 18.08. This Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constiute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON 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 GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused

this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

[CORPORATE SEAL]

By /s/ O. TITUS
President.

Attest: /s/ E. L. BARTH
Assistant Secretary.

Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:

/s/ M. L. WHITE

/s/ W. E. KESSLER

GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL]

By /s/ H. E. TWYEFFORT
Trust Officer.

Attest: /s/ J. C. BUTTERY
Assistant Secretary.

Signed, sealed and delivered by said Guaranty Trust Company of New York in the presence of:

/s/ M. L. WHITE

/s/ W. E. KESSLER

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

On the 31st day of October, 1944, before me, the subscriber, a Notary Public of the State of New York, residing in Queens, New York, N. Y., personally appeared E. L. BARTH, Assistant Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Indenture was duly sealed and delivered by O. Titus, President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of O. Titus as President of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ E. L. BARTH
Assistant Secretary.

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

/s/ FLORENCE V. MOLLOY
Notary Public, Queens County
Queens Co. Clk's No. 3036 Reg. No. 217-M-6
Bronx Co. Clk's No. 43, Reg. No. 144-M-6
N. Y. Co. Clk's No. 720, Reg. No. 420 M-6
(SEAL) Commission Expires March 30, 1946

No. 74877

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

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that FLORENCE V. MOLLOY whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of Queens with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31st day of October, 1944.

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court, New York County

(SEAL)

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

On the 31st day of October, 1944, before me, the subscriber, a Notary Public of the State of New York, residing in Yonkers, N. Y. personally appeared J. C. BUTTERY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Indenture was duly sealed and delivered by H. E. Twyeffort, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of H. E. Twyeffort, as Trust Officer of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ J. C. BUTTERY
Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid. I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

/s/ WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 936, Register's No. 543-B-6
Commission expires March 30, 1946

(SEAL)

No. 74907

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

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that WM. J. BURNHAM whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of Westchester with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31st day of October, 1944.

ARCHIBALD R. WATSON
County Clerk and Clerk of the Supreme Court, New York County

(SEAL)

CERTIFICATE OF RESIDENCE

GUARANTY TRUST COMPANY OF NEW YORK, Mortgagee and Trustee within named, hereby certifies that its precise residence is 140 Broadway, in the Borough of Manhattan, in the City of New York, in the State of New York.

GUARANTY TRUST COMPANY OF NEW YORK

By /s/ H. E. TWYEFFORT
Trust Officer

(SEAL)

RECORDATION

Date Recorded November 1, 1944

County	*Book*	*Page*
Adams	Mortgage Book E-3	391
Berks	Mortgage Book 610	1
Bucks	Mortgage Book 542	1
Chester	Mortgage Book P-14, Vol. 339	1
Cumberland	Mortgage Book 187	1
Dauphin	Mortgage Book Q, Vol. 22	1
Lancaster	Mortgage Book 478	338
Lebanon	Corporation Mortgage Book 170	57
Lehigh	Mortgage Book, Vol. 508	1
Monroe	Mortgage Book, Vol. 73	1
Montgomery	Mortgage Book 1800	111
Northampton	Mortgage Book 475	3
Pike	Mortgage Book 39	1
York	Mortgage Book 12E	1

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), 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 28th day of April, 1980.

Rita M. Powers
Notary Public

(SEAL)

RITA M. POWERS, Notary Public
Muhlenberg Twp., Berks County, Pa.
My Commission Expires Sept. 30, 1982

this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

[CORPORATE SEAL]

By O. Situs
President.

Attest: C. L. Bath
Assistant Secretary.

Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL]

By .....
Trust Officer.

Attest: .....
Assistant Secretary.

Signed, sealed and delivered by said Guaranty Trust Company of New York in the presence of:

.....

.....

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

On the 31st day of October, 1944, before me, the subscriber, a Notary Public of the State of New York, residing in Queens, New York, N. Y., personally appeared E. L. BARTH, Assistant Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Indenture was duly sealed and delivered by O. Titus, President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of O. Titus as President of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

E. L. Barth

Assistant Secretary.

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

Florence V. Molloy

Notary Public, Queens County
Queens Co. Clk's No. 3036 Reg. No. 217-M-6
Bronx Co. Clk's No. 43, Reg. No. 144-M-6
N. Y. Co. Clk's No. 720, Reg. No. 420 M-6
Commission Expires March 30, 1946

(SEAL)

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

Form 2

No. 74848

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

FLORENCE W MOLLOY

whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of.....with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 31 day of Oct 1944

Archibald R Watson

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

ration, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of O. Titus as President of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Assistant Secretary.

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

Florence W. Molloy

Notary Public, Queens County
Queens Co. Clk's No. 3036 Reg. No. 217-M-6
Bronx Co. Clk's No. 43, Reg. No. 144-M-6
N. Y. Co. Clk's No. 720, Reg. No. 420 M-6
Commission Expires March 30, 1946

(SEAL)

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I,

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

On the 3rd day of October, 1944, before me, the subscriber, a Notary Public of the State of New York, residing in Yonkers, N. Y. personally appeared J. C. BUTTERY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Indenture was duly sealed and delivered by H. E. Twyeffort, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of H. E. Twyeffort, as Trust Officer of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....
Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid. I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

.....
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 936, Register's No. 543-B-6
Commission expires March 30, 1946

(SEAL)

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

On the 3rd day of October, 1944, before me, the subscriber, a Notary Public of the State of New York, residing in Yonkers, N. Y. personally appeared J. C. BUTTERY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Indenture was duly sealed and delivered by H. E. Twyeffort, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of H. E. Twyeffort, as Trust Officer of the said corporation, subscribed to the foregoing Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

J. C. Buttery
Assistant Secretary.

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

Form 2

No. 74913

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

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

WM J BURNHAM

whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's office of the County of New York a certified copy of his appointment and qualification as a Notary Public for the County of.....with his autograph signature; that as such Notary Public he was duly authorized by the laws of the State of New York to protect notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this.....day of.....194.....

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

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CERTIFICATE OF RESIDENCE

GUARANTY TRUST COMPANY OF NEW YORK, Mortgagee and Trustee within named, hereby certifies that its precise residence is 140 Broadway, in the Borough of Manhattan, in the City of New York, in the State of New York.

GUARANTY TRUST COMPANY OF NEW YORK

By ..... Trust Officer

(SEAL)