

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



APR 28 1980 1 45 PM APR 28 1980

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

INTERSTATE COMMERCE COMMISSION

APR 29 1 49 PM '80

Writer's Direct Dial Number
215-921-6175

I. C. C.
FEE OPERATION DEPARTMENT
April 28, 1980

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

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

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

- Mortgage Document: Indenture of Mortgage 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 in 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
J. S. Bartman
Vice President

kz
Enclosures

Checklist for 26 copies Met-Ed sent back of 1/20/80

11737, b

RECORDATION NO. Filed 1425

APR 29 1980 .1 45 PM

INTERSTATE COMMERCE COMMISSION

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 Supplemental Indenture dated (or dated as of) December 1, 1950 to 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

RITA M. POWERS, Notary Public
 Muhlenberg Twp., Berks County, Pa.
 My Commission Expires Sept. 30, 1982



11737 ^B
REGISTRATION NO. Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated December 1, 1950

GUARANTY TRUST COMPANY OF NEW YORK
hereby certifies that its Residence and Post Office
Address is 140 Broadway, Borough of Man-
hattan, City of New York 15, New York.

GUARANTY TRUST COMPANY OF NEW YORK,

By H. E. TWYEFFORT
Trust Officer.

THIS SUPPLEMENTAL INDENTURE, made the First day of December, Nineteen hundred and fifty, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950 and July 19, 1950, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the fifth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 2¾% Series due December 1, 1980" (hereinafter sometimes referred to as the "1980 Series bonds" or the "bonds of the 1980 Series"), and to provide for the issue thereof as coupon bonds and as fully registered bonds without coupons; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery

hereof, in the form and terms hereof, have been in all respects duly authorized:

Now, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

ARTICLE I.

CREATION OF FIRST MORTGAGE BONDS, 2¾% SERIES DUE DECEMBER 1, 1980, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERE TO.

SECTION 1. The Company hereby creates the fifth series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title, "First Mortgage Bonds, 2¾% Series due December 1, 1980". All coupon bonds of the 1980 Series shall be dated December 1, 1950. All fully registered bonds of the 1980 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1980 Series shall be payable on December 1, 1980, 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 three-quarters per centum (2¾%) per annum, payable semi-annually on June 1 and December 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 the Mortgage 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 shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage.

Principal of and interest on the bonds of the 1980 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, the City of New York. The bonds of the 1980 Series shall be issuable in the form of coupon bonds registerable as to principal and in the form of fully registered bonds. Coupon bonds of the 1980 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1980 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. At the office or agency to be maintained by the Company in the 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 the 1980 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. All bonds of the 1980 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 of the Original Indenture, 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 1980 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 redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1980 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning December 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning December 1	Regular Redemption Prices	Lower Scale Redemption Prices
1950.....	103.81	100.81	1965.....	101.84	100.50
1951.....	103.68	100.80	1966.....	101.71	100.47
1952.....	103.55	100.79	1967.....	101.58	100.44
1953.....	103.42	100.77	1968.....	101.45	100.41
1954.....	103.29	100.75	1969.....	101.32	100.38
1955.....	103.16	100.73	1970.....	101.19	100.35
1956.....	103.03	100.71	1971.....	101.06	100.32
1957.....	102.90	100.69	1972.....	100.92	100.29
1958.....	102.76	100.66	1973.....	100.79	100.26
1959.....	102.63	100.64	1974.....	100.66	100.23
1960.....	102.50	100.62	1975.....	100.53	100.19
1961.....	102.37	100.60	1976.....	100.40	100.16
1962.....	102.24	100.57	1977.....	100.27	100.12
1963.....	102.11	100.55	1978.....	100.14	100.08
1964.....	101.98	100.52	1979.....	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Original Indenture, 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 of the mortgaged property constituting bondable property 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 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 of the Original Indenture, 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 of the Original Indenture. Any notice of redemption of bonds of the 1980 Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture 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.

SECTION 2. Pending the preparation of definitive bonds of the bonds of the 1980 Series, the Company may execute and the Trustee shall authenticate and deliver, in lieu thereof, bonds of the 1980 Series in temporary form as provided in Section 2.04 of the Original Indenture. Such bonds of the 1980 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

SECTION 3. Bonds of the 1980 Series for the aggregate principal amount of Five million two hundred and fifty thousand dollars (\$5,250,000), being the initial issue of bonds of the 1980 Series, may 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 hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 4. The Company covenants that, so long as any of the bonds of the 1980 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 for all periods subsequent to December 31, 1950 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 5 of Article I of this Supplemental Indenture.

SECTION 5. So long as any of the First Mortgage Bonds 2 $\frac{3}{4}$ % Series, due December 1, 1980, shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" (when used for any purpose under the Mortgage) with reference to any period of time shall mean an amount equal to the greater of (i) 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 an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of bondable property, or (ii) (a) the amount determined by the application of clause (i) above to such portion, if any, of such period as is subsequent to October 31, 1944 and prior to January 1, 1951, plus (b) an amount computed at the rate of two and one-third per centum (2 $\frac{1}{3}$ %) per annum (A) for each full completed calendar year subsequent to December 31, 1950 embraced within such period, of the average of the depreciable utility property of the Company as shown on its books as at the beginning and end of such calendar year, (B) for each calendar month subsequent to December 31, 1950 embraced within such period which is a part of a completed calendar year and which is not covered by clause (A), of the average of the depreciable utility property of the Company as shown on its books as at the beginning and end of such completed calendar year, and (C) for each calendar month subsequent to December 31, 1950 embraced within such period which is not a part of a completed calendar year, of the average of the depreciable utility property of the Company as shown on its books as at the December 31 preceding and as at the last day of the

last calendar month included within such period, provided, however, that if such period ends not later than June 30 in any calendar year which has not been completed, such amount for such portion of such period as is subsequent to the latest December 31 shall be computed on the basis of the depreciable utility property of the Company as shown on its books as at such latest December 31.

SECTION 6. So long as any of the First Mortgage Bonds, 2¾% Series, due December 1, 1980, shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended to read as follows:

“The Company covenants that it will, whenever requested by the Trustee, or whenever requested in writing by the holders of not less than 25% of the principal amount of bonds then outstanding hereunder, but not more often than once in every two years, and, whether or not so requested, at least once in every five years (the initial five year period to commence on January 1, 1951), cause an examination of the mortgaged property (other than non-bondable property) to be made by an independent engineer.”

ARTICLE II.

FORM OF THE BONDS OF THE 1980 SERIES.

The form of the bonds of the 1980 Series, the coupons to be attached to the coupon bonds of such series, and the Trustee's authentication certificate to be endorsed upon all the bonds of such series shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF COUPON BOND OF THE 1980 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$1000 2¾% Series Due December 1, 1980 No.....

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 December 1, 1980, 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 December 1, 1950, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of two and three-quarters per centum ($2\frac{3}{4}\%$) per annum, payable semi-annually on June 1 and December 1 of each year, beginning June 1, 1951, 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, $2\frac{3}{4}\%$ Series due December 1, 1980 (hereinafter referred to as "bonds of the 1980 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950 and December 1, 1950, called the "Mortgage"), executed by the Company to Guaranty Trust Com-

pany 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 1980 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1980 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 thereunto 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 1980 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, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, 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 1980 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 redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1980 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all coupon bonds of the 1980 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

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 of 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 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 any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

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 any 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 attached hereto 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: December 1, 1950.

METROPOLITAN EDISON COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1980 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, Thirteen and 75/100 Dollars (\$13.75) 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, 2¾% Series due December 1, 1980, No....., being six months' interest then due on said bond. This coupon shall be treated as negotiable.

.....
Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1980 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$..... 2¾% Series Due December 1, 1980 No.....

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 December 1, 1980, 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 June 1 and December 1 of each year, at the rate of two and three-quarters per centum (2¾%) 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 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, 2¾% Series due December 1, 1980 (hereinafter referred to as "bonds of the 1980 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford addi-

tional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950 and December 1, 1950, called the "Mortgage"), 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 prin-

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 1980 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1980 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 thereunto 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 1980 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, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, 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 1980 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 redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1980 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1980 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

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 of 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 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 any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

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 ac-

ceptance 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 THE 1980 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.

ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, Metropolitan Edison Company 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 and assigns forever, all of the following described property, to wit:

FIRST.

PARCEL NUMBER ONE.

Dingmans Ferry Substation Site.

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

BEGINNING at a concrete monument in the Easterly right of way line of the Bushkill-Milford public road (Route 209) and 20 feet from the center line of the said public road at Station 316+10.16, said concrete monument also being in the Northerly property line of lands now or formerly of Edward I. Lawler; thence along the Easterly right of way line of the aforesaid Bushkill-Milford public road (Route 209) and 20 feet from the center line thereof North 20 degrees 4 minutes East 181.48 feet to a concrete monument, said concrete monument being 20 feet Easterly from the center line of the aforesaid road (Route 209), a point of curvature at Station 317+91.64; thence along said Easterly right of way line of the aforesaid Bushkill-Milford public road (Route 209) and 20 feet from the center line thereof and along a curve to the left with a radius of 7659.49 feet, and a chord course in distance, North 19 degrees 48 minutes 43 seconds East 68.54 feet to a concrete

monument and lands now or formerly of John L. Snyder, said monument being in the Easterly right of way line of the aforesaid road (Route 209) and 20 feet from the center line thereof; thence along lands now or formerly of John L. Snyder South 65 degrees 59 minutes East 250.31 feet to a concrete monument; thence along lands now or formerly of John L. Snyder South 20 degrees 4 minutes West 250 feet to a concrete monument and lands now or formerly of Edward I. Lawler; thence along lands now or formerly of Edward I. Lawler North 65 degrees 59 minutes West 250 feet to a concrete monument, the place of beginning. Containing 1.436 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John L. Snyder and Irene Snyder, his wife, by deed dated May 4, 1950, and recorded on May 4, 1950, in the Office for the Recording of Deeds in and for Pike County, Pennsylvania, in Deed Book 113, page 51.

PARCEL NUMBER TWO.

McKnights Gap Substation Site.

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

BEGINNING at an iron pin at the intersection of the center line of a private dirt road and the Southerly side of State Highway Legislative Route 06151, leading from Pricetown Road to Antietam Lake, said iron pin being a corner of lands now or formerly of Daniel R. Bingaman and Gertrude M. Bingaman, his wife, and lands now or formerly of Susquehanna Pipe Line Company; thence along the center line of the aforementioned private dirt road South 18 degrees 31 minutes West 38.51 feet to an iron pin, a corner of lands now or formerly of Daniel R. Bingaman; thence along lands now or formerly of Daniel R. Bingaman North 76 degrees 10½ minutes West 271.75 feet to a marble monument; thence still along lands now or formerly of Daniel R. Bingaman South 36 degrees 34½ minutes West 214.50 feet to a marble monument in line of lands now or formerly of the said Daniel R. Bingaman and a corner of lands now or formerly of the City of Reading and lands now or formerly of the Susquehanna Pipe

Line Company; thence the following four courses and distances along lands now or formerly of the Susquehanna Pipe Line Company: (1) North 2 degrees 27½ minutes East 284.14 feet to a monument; (2) South 87 degrees 31¾ minutes East 325.50 feet to a monument 16.5 feet distant from the center line of the aforementioned State Highway Legislative Route 06151; (3) thence along the Westerly side of the said State Highway South 19 degrees 10½ minutes East 116.06 feet to a monument 16.5 feet distant from the center line of the aforementioned State Highway; (4) thence in and along said State Highway South 60 degrees 10½ minutes East 32.91 feet to an iron pin, the place of beginning. Containing 1.259 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Susquehanna Pipe Line Company by deed dated September 11, 1950, and recorded on September 15, 1950, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1063, page 231.

PARCEL NUMBER THREE.

South Hamburg Substation Site.

ALL THOSE CERTAIN three tracks or parcels of land situate in the Borough of Hamburg, Berks County, Pennsylvania, being more fully bounded and described as follows, to wit:

Tract No. 1

BEGINNING at a monument in the Westerly line of a 60 feet wide street known as 4th Street, said monument being 110.05 feet in a Southerly direction from the intersection of said Westerly line of 4th Street and the Southerly line of a 60 feet wide street known as Maple Street; thence along said Westerly line of 4th Street South 2 degrees 26 minutes East 150.15 feet to a monument; thence along lands now or formerly of George E. Reinsel South 83 degrees 53 minutes West 155.31 feet to a monument in the Easterly line of a proposed 20 feet wide alley; thence along said Easterly line of the proposed 20 feet wide alley North 6 degrees 7 minutes West 149.85 feet to a monument; thence along lands now or formerly of Joseph H. Manbeck North 83

degrees 53 minutes East 164.94 feet to the monument, the place of beginning. Containing .551 acre, more or less.

Tract No. 2

BEGINNING at a monument in the Southerly line of a 60 feet wide street known as Maple Street, said monument being 192 feet in a Westerly direction from the intersection of said Southerly line of Maple Street and the Westerly line of a 60 feet wide street known as 4th Street; thence along the Westerly line of a proposed 20 feet wide alley South 6 degrees 7 minutes East 304.49 feet to a monument; thence along lands now or formerly of Charles D. Manbeck and Dama O. Manbeck, his wife, South 83 degrees 53 minutes West 163.10 feet to a monument in the Easterly line of a proposed 60 feet wide street; thence along said Easterly line of the proposed 60 feet wide street North 8 degrees 45 minutes West 300 feet to a monument in the Southerly line of a 60 feet wide street known as Maple Street; thence along said Southerly line of Maple Street North 82 degrees 20 minutes East 177 feet to the monument, the place of beginning. Containing 2.355 acres, more or less.

Tract No. 3

BEGINNING at a monument in the Southerly line of a 60 feet wide street known as Maple Street, said monument being 429 feet in a Westerly direction from the intersection of said Southerly line of Maple Street and the Westerly line of a 60 feet wide street known as 4th Street; thence along the Westerly line of a proposed 60 feet wide street South 8 degrees 45 minutes East 298.38 feet to a monument; thence along lands now or formerly of Charles D. Manbeck and Dama O. Manbeck, his wife, South 83 degrees 53 minutes West 117 feet, more or less, to a monument in the Easterly right of way line of The Pennsylvania Railroad Company; thence along the said Easterly right of way line of The Pennsylvania Railroad Company in a Northwesterly direction a distance of 294.75 feet, more or less, to a monument in the Southerly line of a 60 feet wide street known as Maple Street; thence along said Southerly line of Maple Street North 82 degrees 20 minutes East 135 feet, more or less, to the monument, the place of beginning. Containing .858 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Charles D. Manbeck and Dama O. Manbeck,

feet); thence along same South 19 degrees 45 minutes East 169.0 feet to a monument in line of land now or formerly of East Penn Branch of the Reading Company; thence along same South 9 degrees 38 minutes East 147.93 feet to a monument in line of land now or formerly of Metropolitan Edison Company; thence along same South 71 degrees 0 minutes West 52.0 feet to the monument, the place of beginning. Containing 0.238 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by South Temple Realty Corporation by deed dated October 11, 1950, and recorded on October 13, 1950, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1064, page 265.

PARCEL NUMBER SEVEN.

Right of Way.

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

BEGINNING at a monument on the Southwesterly boundary line of a public road leading between U. S. Highway No. 222 and Saint Peters Church, said monument being distant 199.0 feet measured in a Northwesterly direction along the center line of said public road from a corner of lands now or formerly of George S. Rothermel and Harry R. Moll, and being distant 16.5 feet measured in a Southeasterly direction at right angles from the said center line; thence along land now or formerly of George S. Rothermel South 46 degrees 30 minutes West 193.80 feet to a monument in line of land now or formerly of Harry R. Moll; thence along same North 41 degrees 38 minutes 10 seconds West 248.49 feet to a monument; thence still along same North 46 degrees 18 minutes East 185.65 feet to a monument in the aforementioned Southwesterly boundary line of said public road; thence along said Southwesterly boundary line South 43 degrees 30 minutes East 249.0 feet to the monument, the place of beginning. Containing 1.07 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by George S. Rothermel, single, by deed dated

October 31, 1950, and recorded on October 31, 1950, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1063, page 352.

PARCEL NUMBER EIGHT.

Right of Way.

ALL THAT CERTAIN tract or parcel of land situate in the Township of Lower Swatara, Dauphin County, Pennsylvania, being tract or parcel of land known as Lot No. 257 on the Plan of Lots of Evandale, which Plan is recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Plan Book J, Page 45, more particularly bounded and described as follows, to wit:

BEGINNING at the Northeastern corner of Eshleman Street and Sylvia Street as shown on said Plan; thence Northeastwardly along the line of Sylvia Street 120 feet to Cherry Alley; thence Southeastwardly along the line of Cherry Alley 25 feet to a point; thence Southwestwardly parallel with and 25 feet from the line of Sylvia Street 120 feet to the line of Eshleman Street; thence Northwestwardly along the line of Eshleman Street 25 feet to the point, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Highspire Sand and Gravel Company, Limited, by deed dated November 2, 1950, and recorded on November 3, 1950, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book G Vol. 34, Page 578.

PARCEL NUMBER NINE.

Addition to Carsonia Substation Site.

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

Tract No. 1

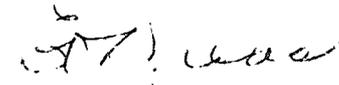
BEGINNING at a concrete monument in line of lands now or formerly of Paul L. Bingaman and Metropolitan Edison Company, said

RECORDATION

<u>County</u>	<u>Date</u>	<u>Time</u>	<u>Place of Recording</u>
Adams	12/16/50	10:20 A.M.	Mortgage Book Vol. C-4, Page 224
Berks	12/18/50	11:30 A.M.	Mortgage Book Nð. 721, Page 5
Bucks	12/18/50	10:30 A.M.	Mortgage Book #709, Page 282
Chester	12/16/50	9:00 A.M.	Mtge. Book P-16, Vol. 389, Page 396
Cumberland	12/16/50	10:30 A.M.	Mortgage Book Vol. 249, Page 504
Dauphin	12/16/50	10:38 A.M.	Mtg. Book F, Vol. 28, Page 481
Lancaster	12/16/50	9:50 A.M.	Mortgage Book 585, Page 314
Lebanon	12/16/50	11:00 A.M.	Mortgage Book, Corp. Volume 187, Page 21
Lehigh	12/16/50	9:21 A.M.	Mtge. Book Volume 590, Page 1
Monroe	12/16/50	9:20 A.M.	Mortgage Book, Vol. 92, Page 270
Montgomery	12/16/50	10:00 A.M.	Mortgage Book No. 2222, Page 27
Northampton	12/16/50	11:43 A.M.	Mortgage Book Vol. 553, Page 496
Pike	12/16/50	9:00 A.M.	Mtge. Book No. 48, Page 56
York	12/16/50	10:05 A.M.	Mortgage Book 15-R, Page 189

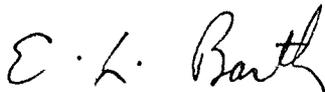
behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be 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,

By 

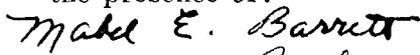
Vice President.

Attest:



Secretary.

Signed, sealed and delivered by said
Metropolitan Edison Company in
the presence of:




GUARANTY TRUST COMPANY OF NEW YORK,

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 14th day of December, 1950, before me, the subscriber, a Notary Public of the State of New York, residing in New York City, New York, personally appeared E. L. BARTH, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental 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 Supplemental Indenture was duly sealed and delivered by E. O. Dreas, Vice 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 Secretary and of E. O. Dreas as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

E. L. Barth
 Secretary.

Sworn to and subscribed before me the day and year aforesaid.

David W. Cree
 Notary Public

DAVID W. CREE
 Notary Public, State of New York
 No. 31-5854200
 Qualified in New York County
 Cert. Filed with City Reg., N. Y. County
 Term expires March 30, 1952

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

On the 14th day of December, 1950, before me, the subscriber, a Notary Public of the State of New York, residing in New York City, New York, personally appeared W. W. MERKER, 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 Supplemental 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 Supplemental 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 Supplemental 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

DAVID W. CREE
 Notary Public, State of New York
 No. 31-5854200
 Qualified in New York County
 Cert. Filed with City Reg., N. Y. County
 Term expires March 30, 1952