

11737-A-Z  
RECORDATION NO. 11737  
Filed 1425

**Met-Ed GPU**

APR 29 1980 1 45 PM  
APR 29 1980 1 45 PM

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

INTERSTATE COMMERCE COMMISSION

APR 29 1 40 PM '80

Writer's Direct Dial Number  
215-921-6175

I. C. C.  
FEE OPERATION BR 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

*Countersigned for 26 copies  
of 1/Original  
Metropolitan Edison Company*

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APR 29 1980 1 45 PM

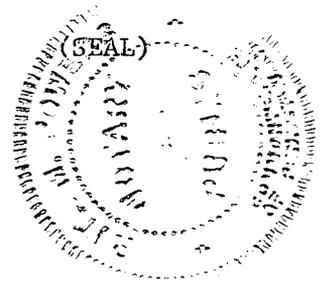
INTERSTATE COMMERCE COMMISSION

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) May 1, 1953 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



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APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

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METROPOLITAN EDISON COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,  
*as Trustee.*

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**Supplemental Indenture**

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*Dated May 1, 1953*

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.*

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**THIS SUPPLEMENTAL INDENTURE**, made the first day of May, 1953, 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, July 19, 1950, December 1, 1950 and March 1, 1952, 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 seventh series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1983" (hereinafter sometimes referred to as the "1983 Series bonds" or the "bonds of the 1983 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, 37/8% SERIES DUE 1983, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the seventh 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, 37/8% Series due 1983". All coupon bonds of the 1983 Series shall be dated May 1, 1953. All fully registered bonds of the 1983 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1983 Series shall be payable on May 1, 1983, 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 three and seven-eighths per centum (37/8%) 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 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 1983 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 1983 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 1983 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1983 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 1983 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 1983 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 1983 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 1983 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:

<u>If redeemed during 12 months' period beginning May 1</u>	<u>Regular Redemption Prices</u>	<u>Lower Scale Redemption Prices</u>	<u>If redeemed during 12 months' period beginning May 1</u>	<u>Regular Redemption Prices</u>	<u>Lower Scale Redemption Prices</u>
1953.....	104.34	101.34	1968.....	102.10	100.86
1954.....	104.20	101.32	1969.....	101.95	100.81
1955.....	104.05	101.29	1970.....	101.80	100.77
1956.....	103.90	101.26	1971.....	101.65	100.72
1957.....	103.75	101.24	1972.....	101.50	100.67
1958.....	103.60	101.21	1973.....	101.35	100.62
1959.....	103.45	101.18	1974.....	101.20	100.57
1960.....	103.30	101.15	1975.....	101.05	100.52
1961.....	103.15	101.12	1976.....	100.90	100.46
1962.....	103.00	101.08	1977.....	100.75	100.40
1963.....	102.85	101.05	1978.....	100.60	100.34
1964.....	102.70	101.01	1979.....	100.45	100.28
1965.....	102.55	100.98	1980.....	100.30	100.22
1966.....	102.40	100.94	1981.....	100.15	100.15
1967.....	102.25	100.90	1982.....	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 1983 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 1983 Series, the Company may execute and the Trustee shall authenticate and deliver, in lieu thereof, bonds of the 1983 Series in temporary form as provided in Section 2.04 of the Original Indenture. Such bonds of the 1983 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 1983 Series for the aggregate principal amount of Eight million dollars (\$8,000,000), being the initial issue of bonds of the 1983 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. (A) The Company covenants and agrees that it will not purchase or otherwise acquire for value any property with respect to which at the time of acquisition thereof prior lien bonds shall be outstanding unless both the following conditions are met:

(a) at the date of acquisition of such property the principal amount of such outstanding prior lien bonds shall not exceed 60% of the sum of (i) the cost or fair value to the Company, which-

ever is less, of the property so acquired, plus (ii) an amount equal to the bondable value of property additions then available to the Company as a basis for the authentication of bonds, and

(b) after giving effect to such acquisition, the net earnings of the Company (including the net earnings of such property) for a period of any twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the date of such acquisition, as shown by a certificate as similar as may be to a net earnings certificate, shall have been not less than the interest earnings requirement, provided, however, that notwithstanding the foregoing provisions of this clause (b), the Company may nevertheless acquire such property if, as shown by a certificate as similar as may be to a net earnings certificate, the net earnings of the Company (including the net earnings of such property) for such period shall, after giving effect to such acquisition, bear at least the same ratio to the annual interest on all bonds and prior lien bonds to be outstanding after such acquisition as the net earnings of the Company for such period before giving effect to such acquisition bear to the annual interest on all bonds and prior lien bonds outstanding before giving effect to such acquisition.

(B) If at the time of purchase or other acquisition for value by the Company of any property with respect to which at the time of acquisition prior lien bonds are outstanding, the aggregate principal amount of such outstanding prior lien bonds shall exceed 60% of the cost or fair value to the Company, whichever is less, of the property so acquired, then the acquisition thereof shall, to the extent of such excess, operate as a waiver by the Company, effective until such time as such prior lien bonds shall become refundable prior lien bonds, of the right to utilize for any purpose pursuant to the Mortgage property additions in an aggregate principal amount equal to ten sixths of such excess, and any officers' certificate of the bondable value of property additions thereafter filed with the Trustee shall make due provision therefor.

(C) For the purpose of the foregoing provisions of this Section 4, the following terms shall have the following meanings:

The term "prior lien bonds" shall mean prior lien bonds as defined in Section 1.04 of the Original Indenture.

The term "outstanding", when used with reference to prior lien bonds, shall mean prior lien bonds which are outstanding within the meaning of Section 1.04 of the Original Indenture.

The term "refundable prior lien bonds" shall mean refundable prior lien bonds as defined in Section 1.04 of the Original Indenture.

The term "property additions" shall mean property additions as defined in Section 1.03 of the Original Indenture.

The term "bondable value of property additions" shall mean the bondable value of property additions as defined in Section 1.05 of the Original Indenture. In determining the "bondable value of property additions" the minimum provision for depreciation shall be determined in accordance with Section 5 of Article I of this Supplemental Indenture.

The term "cost" shall mean the cost of property as defined in Section 1.03 of the Original Indenture and as determined in accordance with the provisions of clauses (2) and (4) of paragraph A of Section 1.05 of the Original Indenture.

The term "fair value to the Company" shall mean fair value to the Company of property as defined in Section 1.03 of the Original Indenture and as determined in accordance with the provisions of clause (4) of paragraph A of Section 1.05 of the Original Indenture.

The term "bonds" shall mean bonds as defined in Section 1.02 of the Original Indenture.

The term "net earnings of the Company" shall mean the net earnings of the Company as determined in accordance with Section 1.06 of the Original Indenture; in determining such net earnings, the minimum provision for depreciation shall be the amount computed in accordance with the provisions of Section 5 of Article I of this Supplemental Indenture.

The term "net earning certificate" shall mean a net earning certificate as defined in Section 1.06 of the Original Indenture.

The term "interest earnings requirement" shall mean the interest earnings requirement as defined in Section 1.06 of the Original Indenture.

(D) The provisions of this Section 4 shall be effective only so long as any of the 1983 Series bonds shall be outstanding, and may be

waived by the holders of not less than 75% in aggregate principal amount of all bonds specifically entitled to the benefit of the covenants set forth in this Section 4 (which need not include 75% in principal amount of the then outstanding 1983 Series bonds or any other series of bonds specifically entitled to the benefit of such covenants), outstanding at the time of such acquisition, by a consent given in writing or given at a meeting of the holders of the 1983 Series bonds and such other bonds, if any, held pursuant to the applicable provisions of Article XVI of the Original Indenture. Moreover, none of the provisions of clause (a) of subsection (A) or of subsection (B) of this Section 4 shall be applicable with respect to any acquisition of property or the effect thereof on the right of the Company to utilize property additions for any purpose pursuant to the Mortgage, if such acquisition shall have been ordered, approved or permitted by the Securities and Exchange Commission under the provisions of the Public Utility Holding Company Act of 1935, or by any successor regulatory body of the United States of America having jurisdiction in the premises.

SECTION 5. So long as any of the bonds of the 1983 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 6. So long as any of the bonds of the 1983 Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed to be 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."

SECTION 7. The Company covenants and agrees that so long as any of the bonds of the 1983 Series are outstanding, it will keep and perform each and all the covenants and agreements set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952.

## ARTICLE II.

### FORM OF THE BONDS OF THE 1983 SERIES.

The form of the bonds of the 1983 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 1983 SERIES]

#### METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

#### FIRST MORTGAGE BOND

\$1000                      3 $\frac{7}{8}$ % Series Due 1983                      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 May 1, 1983, 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 May 1, 1953, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and seven-eighths per centum (3 $\frac{7}{8}$ %) per annum, payable semi-annually on May 1 and November 1 of each year, beginning November 1, 1953, 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,  $3\frac{7}{8}\%$  Series due 1983 (hereinafter referred to as "bonds of the 1983 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, December 1, 1950, March 1, 1952 and May 1, 1953, 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 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 uncon-

ditional, 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 1983 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1983 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 1983 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 1983 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 1983 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 1983 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 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: May 1, 1953.

METROPOLITAN EDISON COMPANY,

By.....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF INTEREST COUPON FOR BONDS OF THE 1983 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, 37/8% Series due 1983, 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 Nineteen and 38/100 Dollars; the amount to be inserted in even numbered coupons shall be Nineteen and 37/100 Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1983 SERIES]

## METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND

\$..... 3 $\frac{7}{8}$ % Series due 1983 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 May 1, 1983, 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 three and seven-eighths per centum (3 $\frac{7}{8}$ %) 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, 3 $\frac{7}{8}$ % Series due 1983 (hereinafter referred to as "bonds of the 1983 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, Febru-

ary 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952 and May 1, 1953, 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 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 1983 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1983 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 1983 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 1983 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 1983 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 1983 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 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 .....

Attest:

*President.*

.....  
*Secretary.*

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE  
ON BONDS OF THE 1983 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 ensealing 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.

## McSHERRYSTOWN SUBSTATION SITE.

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

BEGINNING at a monument in the Southerly boundary line of North Street, said monument being 593.31 feet Southwest of the intersection of the Southerly boundary line of North Street and the Westerly boundary line of Second Street measured along the Southerly boundary line of North Street; thence along lands now or formerly of Commadore M. Sanders South 25 degrees 37 minutes East, 200.35 feet to a monument in the Northerly boundary line of North Alley; thence along the Northerly boundary line of North Alley South 65 degrees 0 minutes West, 200.0 feet to a monument; thence along lands now or formerly of Commadore M. Sanders North 25 degrees 38 minutes West, 199.1 feet to a monument in the Southerly boundary

line of North Street; thence along the Southerly boundary line of North Street North 64 degrees 39 minutes East, 200.0 feet to a monument, the place of beginning. Containing 0.885 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Commadore M. Sanders, widower, by deed dated September 16, 1952, and recorded on September 16, 1952, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 200, page 118.

#### PARCEL NUMBER TWO.

NEW OFFICE AND SERVICE BUILDING SITE, MUHLENBERG TOWNSHIP.

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

BEGINNING at a concrete monument formed by the intersection of the Westerly boundary line of a 60 feet wide State Highway known as U. S. Route 122 extending between Reading and Pottsville and the Northerly right of way line now or formerly of the Reading Company Belt Line; thence along the said right of way line now or formerly of the Reading Company Belt Line by a line curving to the right in a Southwesterly direction having a radius of 1864 feet  $10\frac{3}{8}$  inches, parallel with and 45 feet distant at right angles from the center line now or formerly of the said Reading Company Belt Line, an arc distance of 293 feet  $3\frac{1}{2}$  inches to a point in the middle of a public macadam road leading from the said State Highway to Muhlenberg Park, said line passing through a concrete monument located on line 20 feet Northeasterly from said described point; thence in and by said public road and lands now or formerly of Edward R. Hartman and Annie L. Hartman, his wife, North 16 degrees 25 minutes West a distance of 1217 feet  $10\frac{1}{2}$  inches to a marble monument; thence along lands now or formerly of the said Edward R. Hartman and Annie L. Hartman, his wife, South 73 degrees 11 minutes West a

distance of 363 feet 8½ inches to an iron pin; thence along lands now or formerly of Paul Bamberger and Beulah G. Bamberger, his wife, the following five courses and distances: (1) North 1 degree 20 minutes East, a distance of 107 feet 5 inches to an iron pin; (2) North 72 degrees 40 minutes West a distance of 127 feet 3¼ inches to an iron pin; (3) South 85 degrees 53 minutes West a distance of 47 feet ½ inch to an iron pin; (4) North 53 degrees West a distance of 150 feet to an iron pin; (5) South 37 degrees West a distance of 175 feet to a railroad spike in the public macadam road leading to Muhlenberg Park, said line passing through an iron pin located on line 12 feet Northeasterly from said railroad spike; thence in and along said public road North 53 degrees West a distance of 361 feet 1⅛ inches to a point, said point being located South 41 degrees 35 minutes 15 seconds West, 30 feet from a marble monument; thence continuing in and along said public road North 31 degrees 11 minutes 30 seconds West, a distance of 363 feet to a point in the Easterly right of way line now or formerly of the Schuylkill and Lehigh Branch of the Reading Company; thence along the said Schuylkill and Lehigh Branch of the Reading Company by a line curving to the right in a Northeasterly direction having a radius of 925 feet 4½ inches parallel with and 30 feet distant at right angles from the center line of said Schuylkill and Lehigh Branch of the Reading Company passing through a concrete monument on arc line at a distance of 25 feet, a total arc distance of 544 feet 11¼ inches to a concrete monument; thence continuing along the Easterly right of way line of the said railroad, North 35 degrees 28 minutes 30 seconds East a distance of 500 feet ⅜ inch to a concrete monument, the corner of lands now or formerly of Irvin C. Boyer and Mamie G. Boyer, his wife; thence along the same North 72 degrees 32 minutes East a distance of 313 feet 5 inches to a concrete monument; thence still along the same South 16 degrees 42 minutes East a distance of 501.49 feet, more or less, to an iron pin; thence still along the same North 72 degrees 40 minutes East a distance of 742.30 feet to a concrete monument, the corner of lands now or formerly of Salvatore Messina and Frances E. Messina, his wife; thence along the same South 2 degrees 50 minutes 02 seconds West a distance of 428.59 feet to a

concrete monument; thence still along same North 73 degrees 05 minutes 20 seconds East a distance of 267.80 feet to a concrete monument in the Westerly boundary line of the State Highway known as U. S. Route 122; thence along the Westerly boundary line of the said State Highway South 3 degrees 47 minutes 30 seconds West, a distance of 1850 feet  $4\frac{3}{4}$  inches to the place of beginning. Containing 54.811 acres, more or less.

SUBJECT to the right of the public to use the public road on and along the Southwesterly and Southerly boundaries of the above described tract and the public road crossing the Southerly portion of the said tract.

BEING and consisting of the same premises granted and conveyed unto Metropolitan Edison Company by the following: (1) Paul H. Mount and Merrilees B. Mount, his wife, by deed dated July 23, 1952, and recorded on August 14, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1113, page 322; and (2) Salvatore Messina and Frances E. Messina, his wife, by deed dated November 24, 1952, and recorded, as aforesaid, on November 24, 1952, in Deed Book 1120, page 160.

### PARCEL NUMBER THREE.

#### ADDITION TO TITUS STATION SITE.

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 along the Westerly side of the private road now or formerly of Pocono Beagle Club, said monument being opposite Titus Generating Station of Metropolitan Edison Company and being 200 feet, more or less, in a down stream (Northerly) direction from the center line, extended, of a diversion weir which is about to be erected by the said Metropolitan Edison Company; thence along said private road and lands now or formerly of Pocono Beagle Club South 6 degrees West a distance of 250 feet to a monu-

ment; thence along lands now or formerly of the said Pocono Beagle Club North 84 degrees West a distance of 141 feet, more or less, to the low water mark of the Schuylkill River; thence in a Northeast direction along the low water mark of the Schuylkill River a distance of 251 feet, more or less, to a point; thence along lands now or formerly of the Pocono Beagle Club South 84 degrees East a distance of 160 feet, more or less, to the monument, the place of beginning. Containing 0.864 acre, more or less.

TOGETHER with the right in common with the Pocono Beagle Club, its successors and assigns, to the non-exclusive use of a private road for the purpose of ingress and egress by Metropolitan Edison Company, its successors and assigns, to the above described premises upon the condition that Metropolitan Edison Company, its successors and assigns, shall repair at its own cost any and all damage to the said road caused or contributed to by the use of the said road by Metropolitan Edison Company, its successors and assigns.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pocono Beagle Club by deed dated August 25, 1952, and recorded on August 26, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1116, page 56.

#### PARCEL NUMBER FOUR.

##### ADDITION TO ROSEDALE SUBSTATION SITE.

ALL THOSE CERTAIN tracts or parcels of land situate in the Borough of Laureldale (formerly Rosedale in Muhlenberg Township), Berks County, Pennsylvania (as shown by the Map or Plan of Rosedale, surveyed by William H. Dechant and recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book No. 2, page 13), being known as Lots 540 to 547, inclusive, and 551, said lots being bounded and described as follows, to wit:

BEGINNING at a point in the Westerly boundary line of Rosedale Avenue, said point being 60 feet South of the intersection of the Southerly boundary line of Grove Street and the Westerly boundary line of Rosedale Avenue, and being also a corner between Lots 547 and 548, the latter being land of Metropolitan Edison Company; thence along the Westerly boundary line of Rosedale Avenue in a Southerly direction and along Lots 547, 546, 545, 544, 543, 542, 541 and 540, respectively, a distance of 160 feet to a point, being a corner between Lots 540 and 539; thence in a Westerly direction along the boundary line between Lots 540 and 539, the latter being land now or formerly of John M. Boyer and Nita R. Boyer, his wife, a distance of 196 feet 11½ inches to a point in line of lands now or formerly of Gethsemane Cemetery; thence along same and the rear of Lots 540 to 543, inclusive, in a Northwesterly direction a distance of 81 feet 1 inch, more or less, to a point, being the Northwesterly corner of Lot 543 and in line with the boundary line, extended, between Lots 544 and 543; thence along said line in an Easterly direction to a point, being the corner of Lots 543, 551 and 552, the latter being land now or formerly of Floyd Moyer; thence in a Northerly direction along the boundary line between said Lots 551 and 552 a distance of 140 feet to a point in the Southerly boundary line of Grove Street; thence along same in an Easterly direction a distance of 20 feet to a point in the boundary line of Lots 551 and 550, the latter being land of Metropolitan Edison Company; thence along the Easterly boundary line of Lot 551 and along the rear of Lots 550, 549 and 548, being lands of Metropolitan Edison Company, a distance of 60 feet to a corner of Lots 551, 548 and 547; thence in an Easterly direction along lands of Metropolitan Edison Company, the said line being the boundary line of Lots 547 and 548, a distance of 125 feet to the place of beginning.

BEING and consisting of the same premises granted and conveyed unto Metropolitan Edison Company by the following: (1) David H. Bloch, single, and Leroy W. Bloch, single, by deed dated September 26, 1952, and recorded on September 29, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania,

in Deed Book 1118, page 152; (2) Mamie Engle, widow; Lee Engle and Marian Y. Engle, his wife; Otto Engle and Nema Engle, his wife; Marie I. Williamson and John H. Williamson, her husband; Violet M. Feather and Paul W. Feather, her husband; and Helen Harding, single, by deed dated February 5, 1953, and recorded, as aforesaid, on February 9, 1953, in Deed Book 1118, page 510; (3) Elmer R. Knecht and Mary A. Knecht, his wife, by deed dated February 16, 1953, and recorded, as aforesaid, on February 17, 1953, in Deed Book 1118, page 442; (4) Howard E. Kutz, widower, by deed dated November 12, 1952, and recorded, as aforesaid, on November 14, 1952, in Deed Book 1118, page 240; and (5) George A. Price, Jr. and Helen E. Price, his wife, by deed dated November 13, 1952, and recorded, as aforesaid, on November 14, 1952, in Deed Book 1118, page 242.

#### PARCEL NUMBER FIVE.

#### PLEASANTVILLE SUBSTATION SITE.

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

BEGINNING at a monument in the Westerly boundary line of State Highway Legislative Route 916, commonly known as the Oley Turnpike, said monument being 342.50 feet distant measured along the said Westerly boundary line of the highway in a Southwesterly direction from the intersection of the said Westerly boundary line of the highway and the Northerly line of lands now or formerly of Linnie Hartz, widow; thence along the said Westerly boundary line of the highway South 49 degrees 58 minutes West a distance of 54.65 feet to a monument; thence continuing along said Westerly boundary line of the highway South 60 degrees West a distance of 35.32 feet to a monument; thence along lands now or formerly of Linnie Hartz, widow, the following three courses and distances: North 56 degrees 35 minutes West, a distance of 121.55 feet to a monument; North 33 degrees 25 minutes East, a distance of 84 feet to a monument; South 56 degrees 35 minutes East, a distance of 153.60 feet to the monument, the place of beginning. Containing 11,714.25 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Linnie Hartz, widow, by deed dated December 1, 1952, and recorded on December 1, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1118, page 244.

PARCEL NUMBER SIX.

ADDITION TO MUHLENBERG SUBSTATION SITE.

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

BEGINNING at a monument in the Easterly boundary line of U. S. Route 122, also known as Center Turnpike, leading between Reading and Leesport, and in the Southerly line of lands now or formerly of Edward R. Hartman; thence along said lands now or formerly of Edward R. Hartman North 70 degrees 20 minutes East, 173.07 feet to an iron pin in the Westerly line of lands of Metropolitan Edison Company; thence along same South 19 degrees 56 minutes 30 seconds East, 143.01 feet to an iron pin; thence along lands now or formerly of Golden Bros., Inc., South 70 degrees 20 minutes West, 228.57 feet to a monument in the aforementioned Easterly boundary line of U. S. Route 122; thence North 1 degree 18 minutes 15 seconds East, 153.15 feet to the monument, the place of beginning. Containing 0.659 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Golden Bros., Inc., by deed dated October 6, 1952, and recorded on October 6, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1118, page 150.

PARCEL NUMBER SEVEN.

FERNDALE SUBSTATION SITE.

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

BEGINNING at a concrete monument in lands now or formerly of Aravesta Weirback, being 76 feet measured perpendicularly in an Easterly direction from a point in the center line of the Easton-Doylestown Public Road, Route 611, at Station 880 + 04.49; thence along lands now or formerly of Aravesta Weirback the following four courses and distances, namely: North 13 degrees, 26 minutes, 30 seconds West a distance of 150 feet to a concrete monument, said concrete monument being 76 feet measured perpendicularly from the center line of the aforesaid Public Road; thence North 76 degrees, 33 minutes, 30 seconds East a distance of 150 feet to a concrete monument; thence South 13 degrees, 26 minutes, 30 seconds East a distance of 150 feet to a concrete monument; thence South 76 degrees, 33 minutes, 30 seconds West a distance of 150 feet to the monument, the place of beginning. Containing 0.517 acre.

TOGETHER with the free and uninterrupted right of ingress, egress and regress over a 20 feet wide private roadway across lands now or formerly of Clarence W. Weirback and Aravesta Weirback, his wife, leading from said Route 611 to the above described tract or parcel of land.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Clarence W. Weirback and Aravesta Weirback, his wife, by deed dated July 11, 1952, and recorded on July 11, 1952, in the Office for the Recording of Deeds in and for Bucks County, Pennsylvania, in Deed Book Vol. 1047, page 103.

#### PARCEL NUMBER EIGHT.

PART OF MIDDLETOWN JUNCTION 220 KV SUBSTATION SITE.

TRACT No. 1.

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

BEGINNING at a monument on the Easterly boundary line of lands now or formerly of Pennsylvania Railroad Company and a Southerly

corner of lands now or formerly of Ardrel S. Light, said monument being 1241 feet, more or less, measured along the Easterly boundary line of lands now or formerly of Pennsylvania Railroad Company in a Southeasterly direction from the center line of Legislative Route 22015; thence along lands now or formerly of Ardrel S. Light North 35 degrees 22 minutes East, 1192.10 feet to a monument; thence along lands now or formerly of J. Elmer Epler the following two courses and distances: (1) South 55 degrees 41 minutes East, 1996.0 feet to an iron pin; (2) North 75 degrees 19 minutes East, 308.53 feet to an iron spike in the center line of township road T-488 and in the Westerly line of lands now or formerly of Jacob Steager; thence along the center line of township road T-488 and lands now or formerly of Jacob Steager South 5 degrees 15 minutes East, 1215.28 feet to an iron spike; thence along lands now or formerly of Pennsylvania Water & Power Company by a line curving to the right having a radius of 2839 feet, a distance along the arc of 239.26 feet, said curve having a chord bearing of South 74 degrees 08 minutes West, 239.1 feet to an iron pin; thence still along the same by a line curving to the right having a radius of 1353.5 feet, a distance along the arc of 389.33 feet, said curve having a chord bearing of South 84 degrees, 34 minutes West, 388 feet to an iron pin in the Easterly boundary line of lands now or formerly of Pennsylvania Railroad Company; thence along the Easterly boundary line of lands now or formerly of Pennsylvania Railroad Company the following three courses and distances: (1) by a line curving to the right having a radius of 1353.5 feet, a distance along the arc of 139.92 feet, said curve having a chord bearing of North 84 degrees 05 minutes West, 139.6 feet to an iron pin; (2) North 66 degrees 25 minutes West, 351.0 feet to an iron pin; (3) North 49 degrees 23 minutes West, 92.3 feet to an iron pin; thence along lands now or formerly of Sue H. Martin the following four courses and distances: (1) North 19 degrees 30 minutes East, 342.0 feet to a monument; (2) North 25 degrees 29 minutes West, 810.0 feet to a monument; (3) North 57 degrees 29 minutes West, 400.0 feet to a monument; (4) South 34 degrees 54 minutes West, 726.33 feet to an iron pin in the Easterly boundary line of lands now or formerly of Pennsylvania

Railroad Company; thence along the Easterly boundary line of lands now or formerly of Pennsylvania Railroad Company North 50 degrees 47 minutes West, 789.97 feet to the monument, the place of beginning. Containing 62.49 acres, more or less.

SUBJECT to the right of Sue H. Martin, et al. to use a certain 20 feet wide roadway crossing the property above described.

SUBJECT ALSO to the easement to construct, operate and maintain an electric transmission line or lines which was granted unto Pennsylvania Water & Power Company, its successors and assigns, by Metropolitan Edison Company by deed dated February 4, 1953, and recorded on February 11, 1953, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Miscellaneous Book O, Vol. 7, page 474.

#### TRACT No. 2.

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

BEGINNING at an iron spike in the center line of township road T-486, said iron spike being a Northerly corner of lands now or formerly of Phares W. Grove and in the Southerly line of lands now or formerly of Ardrel S. Light; thence along lands now or formerly of Ardel S. Light (and passing through a monument distant 19 feet from the center line of said township road T-486) North 71 degrees 43 minutes East, 492.4 feet to a monument in the Westerly boundary line of lands now or formerly of Pennsylvania Railroad Company; thence along the Westerly boundary line of lands now or formerly of Pennsylvania Railroad Company South 50 degrees 47 minutes East, 803.1 feet to an iron pin; thence along lands now or formerly of Sue H. Martin South 34 degrees 54 minutes West, 310.02 feet to a monument in the Easterly line of lands now or formerly of Phares W. Grove; thence in and along township road T-486 and lands now or formerly of Phares W. Grove North 56 degrees 20 minutes West,

1095.98 feet to the iron spike, the place of beginning. Containing 7.73 acres, more or less.

TRACT No. 3.

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

BEGINNING at an iron spike in the center line of township road T-488 and in the Southerly boundary line of lands now or formerly of Pennsylvania Railroad Company, said iron spike being a Northerly corner of lands now or formerly of Roy Wise; thence in and along said township road T-488 and along lands now or formerly of Roy Wise South 5 degrees 15 minutes East, 160.20 feet to a monument; thence still along lands now or formerly of Roy Wise and lands now or formerly of Phares W. Grove and in and along township road T-486 North 70 degrees 16 minutes West, 1400.55 feet to an iron spike; thence along lands now or formerly of Sue H. Martin (and passing through a monument distant 12 feet from the last mentioned iron spike) North 19 degrees 30 minutes East, 172.38 feet to an iron pin in the Southerly boundary line of lands now or formerly of Pennsylvania Railroad Company; thence along the Southerly boundary line of lands now or formerly of Pennsylvania Railroad Company the following two courses and distances: (1) South 70 degrees 27 minutes East, 105.75 feet; (2) South 68 degrees 59 minutes East, 1227.86 feet (the last described bearing passing through a monument distant 16 feet from the center line of township road T-488) to the iron spike, the place of beginning. Containing 5.23 acres, more or less.

SUBJECT to the easement to construct, operate and maintain an electric transmission line or lines which was granted unto Pennsylvania Water & Power Company, its successors and assigns, by Metropolitan Edison Company by deed dated February 4, 1953, and recorded on February 11, 1953, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Miscellaneous Book O, Vol. 7, page 474.

The said Tracts Nos. 1, 2, and 3 being the same premises granted and conveyed unto Metropolitan Edison Company by Sue H. Martin, single, and Francis Wright and Goldie M. Wright, his wife, by deed dated July 16, 1952, and recorded on July 16, 1952, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book H, Vol. 36, page 306.

TRACT No. 4.

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

BEGINNING at an iron spike in the center line of township road T-488 and in the Westerly line of lands now or formerly of Jacob R. Geyer, said iron spike being 620 feet, more or less, measured along the center line of said township road T-488 in a Southeasterly direction from the intersection of said township road T-488 and Legislative Route 22015; thence along the center line of township road T-488 and along lands now or formerly of Jacob R. Geyer and lands now or formerly of Jacob S. Steager the following two courses and distances: (1) South 43 degrees 42 minutes East, 607.34 feet to a stone; (2) South 6 degrees 37 minutes East, 711.1 feet to an iron spike; thence along lands now or formerly of J. Elmer Epler (and passing through a monument distant 21 feet from the center line of township road T-488) South 74 degrees 41 minutes West, 580.1 feet to a monument; thence still by same South 0 degrees 23 minutes East, 539.2 feet to a monument in the Northerly line of lands now or formerly of Sue H. Martin; thence along lands now or formerly of Sue H. Martin North 55 degrees 41 minutes West, 1571.0 feet to a monument, a corner of lands now or formerly of Ardrel S. Light; thence along lands now or formerly of Ardrel S. Light North 45 degrees 45 minutes East, 1011.0 feet to a monument in the Westerly line of lands now or formerly of Hillsdale Cemetery Association; thence along lands now or formerly of Hillsdale Cemetery Association and lands now or formerly of J. Elmer Epler South 43 degrees 49 minutes East, 244.53 feet to a monument; thence still along lands

now or formerly of J. Elmer Epler North 47 degrees 18 minutes East, 632.63 feet (and passing through a monument distant 21 feet from the center line of township road T-488) to the iron spike, the place of beginning. Containing 40.02 acres, more or less.

SUBJECT to the easement to construct, operate and maintain an electric transmission line or lines which was granted unto Pennsylvania Water & Power Company, its successors and assigns, by Metropolitan Edison Company, by deed dated February 4, 1953, and recorded on February 11, 1953, in the Office of the Recording of Deeds in and for Dauphin County, Pennsylvania, in Miscellaneous Book O, Vol. 7, page 474.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by J. Elmer Epler and Lurene M. Epler, his wife, by deed dated July 16, 1952, and recorded on July 16, 1952, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book H, Vol. 36, page 315.

TRACT No. 5.

ALL THAT CERTAIN tract or parcel of land situate in the Township of Londonderry, Dauphin County, Pennsylvania (as shown by the Map or Plan of Hillsdale Acres recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Plan Book "P", page 17) being known as Lots 101, 102 and 141 on the said plan of lots, and being bounded and described as follows, to wit:

BEGINNING at a monument, said monument being the intersection of the Southerly boundary line of a 40 feet wide road, Legislative Route 22015, also known as Hillsdale Road, leading between Pennsylvania Traffic Route 441 and U. S. Route 230 and the Westerly boundary line of a 50 feet wide street known as Rose Street; thence along the Westerly boundary line of Rose Street in a Southeasterly direction, forming an interior angle of 90 degrees with the Southerly boundary line of Hillsdale Road, a distance of 414.22 feet to a monument at the intersection of the Westerly boundary line of said Rose Street and the Northerly boundary line of a 40 feet wide street

known as Kari Avenue; thence along the Northerly boundary line of Kari Avenue in a Southwesterly direction, forming an interior angle of 98 degrees 13 minutes with the last described bearing, a distance of 85.90 feet to a monument in the Easterly right of way line of Metropolitan Edison Company; thence along the Easterly right of way line now or formerly of Metropolitan Edison Company and lands now or formerly of Ardrel S. Light in a Northwesterly direction, forming an interior angle of 87 degrees 50 minutes with the last described bearing, a distance of 428.87 feet to a monument in the aforementioned Southerly boundary line of Hillsdale Road; thence along the Southerly boundary line of Hillsdale Road in a Northeasterly direction, forming an interior angle of 83 degrees 57 minutes with the last described bearing, a distance of 130.26 feet to the monument, the place of beginning. Containing 1.04 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Ardrel S. Light and Emma M. Light, his wife, by deed dated July 16, 1952, and recorded on July 16, 1952, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book H, Vol. 36, page 311.

#### PARCEL NUMBER NINE.

##### SOUTH SIXTH STREET SUBSTATION SITE.

ALL THOSE CERTAIN tracts or parcels 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 monument, the intersection of the Westerly building line of Sixth Street and the Northerly line of Dandelion Alley; thence along the Northerly line of said Dandelion Alley North 88 degrees 42 minutes West a distance of 100.19 feet to a monument in the Easterly line of a 10 feet wide alley; thence along the Easterly line of said 10 feet wide alley North 4 degrees 50 minutes West a distance of 92.26 feet to a monument in line of lands now or formerly of Sue Reinhard, widow; thence along same North 85 degrees 10

minutes East a distance of 100 feet to a monument in the Westerly building line of said Sixth Street; thence along the Westerly building line of said Sixth Street South 4 degrees 50 minutes East a distance of 98.43 feet to the monument, the place of beginning. Containing 9534.5 square feet.

BEING and consisting of the same premises granted and conveyed unto Metropolitan Edison Company by the following: (1) Sue Reinhard, widow, by deed dated November 19, 1952, and recorded on November 19, 1952, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book F, No. 9, page 283; and (2) Mary Heighton (also known as Mary Highton), widow, by deed dated November 19, 1952, and recorded, as aforesaid, on November 19, 1952, in Deed Book F, No. 9, page 282.

PARCEL NUMBER TEN.

BELMONT SUBSTATION SITE.

ALL THOSE TWO CERTAIN lots or pieces of land, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, being collectively bounded and described as follows, to wit:

BEGINNING at a monument at the intersection of the Easterly boundary line of Eighth Street, a 50 feet wide street, as shown on the Topographical Survey of the City of Lebanon, and the Southerly boundary line of Glenwood Street, a 40 feet wide street, as shown on the Topographical Survey of the City of Lebanon; thence along the Southerly boundary line of Glenwood Street in an Easterly direction, forming an interior angle of 90 degrees 56 minutes with the Easterly boundary line of Eighth Street, 126.62 feet to a monument; thence along the Westerly line of Lots 64 and 65, in a Southerly direction, forming an interior angle of 90 degrees with the last described course, 100 feet to a monument; thence along the North-erly line of Lot 19, in a Westerly direction, and forming an interior angle of 90 degrees with the last described course, 128.25 feet to a

monument on the Easterly boundary line of Eighth Street; thence along the Easterly boundary line of Eighth Street in a Northerly direction, forming an interior angle of 89 degrees 4 minutes with the last described course, 100.01 feet to a monument, the place of beginning. Containing 12,725 square feet.

Being Lots 20 and 21 on the Plan of Lots known as "Belmont Addition", said plan of lots being recorded in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Plan Book No. 1, page 21.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harvey I. Spang, widower, by deed dated July 23, 1952, and recorded, as aforesaid, on July 23, 1952, in Deed Book E, Vol. 9, page 248.

#### PARCEL NUMBER ELEVEN.

#### ADDITION TO SANDY SHORES PROPERTY.

ALL THAT CERTAIN tract or parcel of land situate in the Township of Upper Mt. Bethel, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located in the Northerly line of lands now or formerly of Harry Michael and in the Easterly line of lands now or formerly of The Delaware, Lackawanna and Western Railroad Company, said point being 43 feet distant, measured Northeasterly from, and at right angles to the original center line of the aforesaid Railroad Company at rechaining station 4276 + 16.5; thence North 9 degrees 13 minutes West on a line parallel to and 43 feet distant from the said original center line, a distance of 2686.5 feet, more or less, to a point in the Southerly side of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company the following three courses and distances, to wit: (1) North 83 degrees 53 minutes East, 454 feet, more or less, to a point; (2) South 9 degrees 13 minutes East, 1249.9 feet to a point; and (3) South 8 degrees 30 minutes West, 1473.7 feet to a point in line of lands now

or formerly of Harry Michael; thence along lands now or formerly of Harry Michael South 86 degrees 2 minutes West, 5 feet, more or less, to the place of beginning. Containing 20.58 acres, more or less.

SUBJECT to the easement of The Delaware, Lackawanna and Western Railroad Company, its successors and assigns, to drain water from its railroad embankment and other adjoining lands upon and across the above described property.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Richard A. Doll and Elizabeth J. T. Doll, his wife, by deed dated March 20, 1952, and recorded on March 21, 1952, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A, No. 90, page 264.

#### PARCEL NUMBER TWELVE.

##### RIGHT OF WAY.

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, formerly in the Borough of South Easton, now City of Easton, Northampton County, Pennsylvania, being all of that certain Lot situate on the West side of Terrace Avenue, numbered 655 according to the "Map of Packer Farm", bounded and described as follows, to wit:

BEGINNING at a point on Terrace Avenue, being a corner of Lots 655 and 656; thence along Lot 656 North 68 degrees 5 minutes West, 85.1 feet to Glendon Road; thence along said road North 23 degrees 15 minutes East, 128.2 feet to the line of Wirebach Street, extended; thence along said street North 83 degrees 5 minutes East, 9.9 feet to Terrace Avenue; thence along said Avenue South 6 degrees 55 minutes East, 151.67 feet to the place of beginning. Bounded as follows: on the East by Terrace Avenue, on the Southwest by Lot 656, on the Northwest by Glendon Avenue, and on the North by Wirebach Street.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Katherine M. Hughes, unmarried, by deed dated

January 13, 1953, and recorded on January 15, 1953, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D, Vol. 90, page 209.

PARCEL NUMBER THIRTEEN.

NORTHWOOD SUBSTATION SITE.

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

BEGINNING at a corner in the lands now or formerly of Edwin J. Upton, being 16.5 feet measured perpendicularly in a Northerly direction from a point in the center line of Northwood Avenue; thence along lands now or formerly of Edwin J. Upton and Heston G. Woolf North 2 degrees 27 minutes East, 400 feet to a concrete monument; thence along lands now or formerly of David M. Huhn Estate South 85 degrees 21 minutes East, 542.29 feet to a concrete monument; thence along lands now or formerly of David M. Huhn Estate and Evelyn W. Collinge, Sr., South 2 degrees 56 minutes West, 399.88 feet to a corner, being 16.5 feet measured perpendicularly in a Northerly direction from a point in the center line of Northwood Avenue; thence along the Northerly right of way line of Northwood Avenue, being 16.5 feet from the center line thereof, North 85 degrees 21 minutes West, 538.9 feet to the place of beginning. Containing 4.96 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Nazareth National Bank and Trust Company, Executor and Testamentary Trustee under the last will and testament of David M. Huhn, deceased, and Alice M. Huhn, widow of David M. Huhn, Trustees, by deed dated September 3, 1952, and recorded on September 8, 1952, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C, Vol. 90, page 115.

## PARCEL NUMBER FOURTEEN.

## PORTLAND SUBSTATION SITE.

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

BEGINNING at a concrete monument in the Easterly right of way line of the Johnsonville-Portland Township Road (Route T-703), being 16.5 feet measured perpendicularly from a point in the center line of said road and being in the Northerly property line of lands now or formerly of Herman K. F. Heine; thence along said right of way line, it being 16.5 feet East of and concentric to the center line of said township road, having a radius of 164.65 feet, an arc distance of 50.19 feet to a concrete monument, the chord of said curve having a bearing of North 8 degrees 54 minutes 49 seconds East a distance of 50 feet; thence along said right of way line, it being 16.5 feet East of and concentric to the center line of said township road, having a radius of 283.7 feet, an arc distance of 100.04 feet to a concrete monument, the chord of said curve having a bearing of North 27 degrees 45 minutes 29 seconds East a distance of 99.61 feet; thence along said right of way line North 37 degrees 52 minutes 09 seconds East a distance of 390.63 feet to a concrete monument in line of lands now or formerly of Portland Sand & Gravel Company; thence along lands now or formerly of Portland Sand & Gravel Company South 38 degrees 53 minutes 51 seconds East a distance of 479 feet to a concrete monument in the Northerly right of way line of The Delaware, Lackawanna and Western Railroad Company; thence along said right of way line, it being 30 feet West of and concentric to the center line of said Railroad Company's right of way, by a curve to the right having a radius of 3789.51 feet, a distance of 100 feet to a concrete monument, the chord of said curve having a bearing of South 51 degrees 04 minutes 09 seconds West a distance of 100 feet; thence still along said right of way line, it being 30 feet West of and concentric to the center line of said Railroad Company's right of way, by a curve to the right

having a radius of 3789.51 feet, a distance of 100 feet to a concrete monument, in line of lands now or formerly of Herman K. F. Heine, the chord of said curve having a bearing of South 52 degrees 34 minutes 51 seconds West a distance of 100 feet, said concrete monument also being 285.26 feet in a Northeasterly direction from a point of tangent of the aforesaid curve at station 4427 + 77.4; thence along lands now or formerly of Herman K. F. Heine North 83 degrees 25 minutes West, 440.4 feet to the concrete monument, the place of beginning. Containing 3.701 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Portland Sand & Gravel Company by deed dated April 10, 1952, and recorded on April 10, 1952, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D, Vol. 89, page 590.

#### PARCEL NUMBER FIFTEEN.

##### CHURCH AND SIXTH STREETS VAULT SITE.

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 monument on the Southerly boundary line of a 50 feet wide street known as Church Street, as shown on the Topographical Map of the City of Easton, said monument being 30 feet measured in an Easterly direction along said boundary line of Church Street from the intersection of the said boundary line of Church Street and the Easterly boundary line of a 60 feet wide street known as North Sixth Street, as shown on the Topographical Map of the City of Easton; thence along the Southerly boundary line of Church Street in an Easterly direction 30 feet to a monument; thence in a Southerly direction along lands now or formerly of William A. Serfass, forming an interior angle of 89 degrees 28 minutes with the last described bearing, 42 feet to a monument; thence in a Westerly direction along lands now or formerly of Harry Rothrock and Lillian

M. Rothrock, his wife, and Jane N. Franklin, widow, forming an interior angle of 90 degrees 32 minutes with the last described bearing, 30 feet to a monument; thence in a Northerly direction along lands now or formerly of William A. Serfass forming an interior angle of 89 degrees 28 minutes with the last described bearing, 42 feet to the monument, the place of beginning, the last described bearing forming an interior angle of 90 degrees 32 minutes with the Southerly boundary line of Church Street. Containing 1260 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lillian M. Rothrock, formerly Lillian M. Franklin Sterner, and Harry Rothrock, her husband, and Jane N. Franklin, widow of Charles R. Franklin, by deed dated January 22, 1953, and recorded on January 23, 1953, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book C, Vol. 90, page 439.

#### PARCEL NUMBER SIXTEEN.

##### NISKY SUBSTATION SITE.

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

BEGINNING at a concrete monument in the Northerly boundary line of a 60 feet wide public road known as State Highway Route 12 leading between Nazareth and Stockertown, said monument being 30 feet distant measured at right angles from the center line of State Highway Route 12 at station 74 + 25.76 as shown on State Highway Plans Application 915, Section 1, Sheet 9 of 17; thence along lands now or formerly of Schoeneck Farms, Inc., about to be conveyed to Reuben Heller, North 1 degree 27 minutes West, 161.97 feet to a monument; thence still by same South 88 degrees 33 minutes West, 10.0 feet to a monument; thence along the Eastern end of Holly Street, a 20 feet wide street, as laid out on Plan entitled "East Lawn Development" and recorded in the Office for the Recording of Deeds

in and for Northampton County, Pennsylvania, in Plan Book 10, page 2, North 1 degree 27 minutes West, 20.0 feet to a monument in the Southerly line of lands now or formerly of Schoeneck Farms, Inc.; thence along lands now or formerly of Schoeneck Farms, Inc., North 88 degrees 33 minutes East, 417.98 feet to a monument in the West-erly line of lands now or formerly of Charles P. Kemmerer; thence along lands now or formerly of Charles P. Kemmerer South 2 degrees, 09 minutes East, 179.98 feet to a monument in the aforesaid North-erly boundary line of State Highway Route 12; thence along the Northerly boundary line of State Highway Route 12 the following three courses and distances, to wit: (1) South 87 degrees 49 minutes West, 123.38 feet to a monument; (2) by a line curving to the right having a radius of 11429.19 feet, a distance along the arc of 196.58 feet, said curve having a chord bearing of South 88 degrees 18 minutes 30 seconds West and distance of 196.29 feet, to a monument; (3) South 88 degrees 48 minutes West, 90.62 feet to the monument, the place of beginning. Containing 1.71 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Schoeneck Farms, Inc., by deed dated March 28, 1953, and recorded on March 31, 1953, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D, Vol. 90, page 349.

#### PARCEL NUMBER SEVENTEEN.

##### DILLSBURG SERVICE BUILDING SITE.

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

BEGINNING at a concrete monument on the Easterly side of North Baltimore Street at land now or formerly of John Myers; thence extending along the Easterly side of North Baltimore Street North 53 minutes West, 206.93 feet to a concrete monument at land now or formerly of Ralph P. Gaswint; thence along land now or formerly of said Ralph P. Gaswint South 85 degrees 30 minutes East, 198.5 feet

to a concrete monument on the Westerly side of a 12 feet wide alley and land now or formerly of Howard J. Coover, also known as J. Howard Coover, widower; thence along the Westerly side of said alley South 1 degree East, 197 feet to a concrete monument at land now or formerly of John Myers; thence along land now or formerly of said John Myers North 88 degrees 25 minutes West, 198.2 feet to a concrete monument, the place of beginning. Containing 0.92 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Howard J. Coover, also known as J. Howard Coover, widower, by deed dated October 24, 1952, and recorded on October 25, 1952, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 37-C, page 621.

#### PARCEL NUMBER EIGHTEEN.

##### HOKES SUBSTATION SITE.

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

BEGINNING at a monument in the Westerly boundary line of township road T-514 leading between the Palmer's Quarry-York New Salem Road and the Hokes' Mill Road, said monument being distant 16.5 feet from the center line of said township road T-514 and in line of lands now or formerly of Ervin M. Spangler; thence along lands now or formerly of Ervin M. Spangler North 77 degrees 45 minutes West, 537.71 feet to a monument in the Easterly line of land of Metropolitan Edison Company (formerly York Railways Company); thence along said land of Metropolitan Edison Company North 41 degrees 15 minutes East, 426.27 feet to a monument; thence along land now or formerly of J. Eby Leaman, of which the herein described tract was formerly a part, South 73 degrees 35 minutes East, 327.27 feet to a monument in the Westerly boundary line of township road T-514, said monument being distant 16.5 feet from the center line of township road T-514; thence along the Westerly boundary line of township road T-514

South 11 degrees 28 minutes West, 349.2 feet to a monument, the place of beginning. Containing 3.61 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by J. Eby Leaman and Elva Leaman, his wife, by deed dated May 6, 1952, and recorded on May 6, 1952, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 36-Z, page 123.

### PARCEL NUMBER NINETEEN.

#### STONY BROOK SUBSTATION SITE.

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

BEGINNING at a monument in the Westerly line of lands now or formerly of Laura E. Ogden, being 225 feet measured along said Westerly line whose bearing is North 22 degrees 45 minutes West, from center line of a public road known as the Lincoln Highway, U. S. Route 30, leading between York and Hallam; thence along lands now or formerly of Stony Brook Garage, Inc., South 67 degrees 15 minutes West, 150 feet to a monument on the Easterly boundary line of a proposed 40 feet wide street; thence along the Easterly boundary line of said street and along lands now or formerly of Stony Brook Garage, Inc., North 22 degrees 45 minutes West, 100 feet to a monument; thence still along lands now or formerly of Stony Brook Garage, Inc., North 67 degrees 15 minutes East, 150 feet to a monument in the Westerly line of lands now or formerly of Laura E. Ogden; thence along lands now or formerly of Laura E. Ogden South 22 degrees 45 minutes East, 100 feet to a monument, the place of beginning. Containing 0.344 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Stony Brook Garage, Inc., by deed dated September 10, 1952, and recorded on September 11, 1952, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 37-G, page 230.

## PARCEL NUMBER TWENTY.

## ADDITION TO VIOLET HILL SUBSTATION.

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

BEGINNING at a stake in the Southwesterly side of the right of way formerly of York & Windsor Electric Railways Company; thence across said right of way and along lands now or formerly of Jacob Rouse Estate North 69 degrees 13 minutes East, 43.88 feet to a concrete monument; thence still along lands now or formerly of Jacob Rouse Estate the following three courses and distances: South 28 degrees 56 minutes East, 85.90 feet to a concrete monument in said right of way; thence South 28 degrees 55 minutes East, 211.02 feet to a concrete monument; and South 15 degrees 35 minutes West, 48.08 feet; thence along lands now or formerly of William Bier South 70 degrees 46 minutes West, 180.14 feet to a stake; thence along lands of Metropolitan Edison Company the following four courses and distances: North 18 degrees 8 minutes West, 266.70 feet to a stake; North 71 degrees 52 minutes East, 100.70 feet to a stake; North 50 degrees 2 minutes West, 75.68 feet to a stake; and North 69 degrees 13 minutes East, 46.76 feet to the place of beginning. Containing 1.25 acres, more or less.

EXCEPTING AND RESERVING unto Pennsylvania Water & Power Company, its successors and assigns, the high tension interconnection facilities located on the above described land and constituting part of that Company's transmission line extending to Holtwood, Pennsylvania, together with the right to maintain, repair and replace the same.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pennsylvania Water & Power Company by deed dated March 31, 1953, and recorded on April 8, 1953, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-V, page 576.

## SECOND.

Also all property of the character and nature specified in the "SECOND", "THIRD", "FOURTH" and "FIFTH" subdivisions of the granting clauses of the Original Indenture acquired by the Company subsequent to the execution and delivery thereof and not heretofore disposed of in accordance with the terms thereof.

## GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, 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 said properties; 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; 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 existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

## EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Original Indenture by subdivision III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

TO HAVE AND TO HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

#### ARTICLE IV.

##### MISCELLANEOUS.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, 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,

By E. O. DREAS  
*Vice President.*

[CORPORATE SEAL]

Attest:

E. L. BARTH  
*Secretary.*

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

JOHN F. ROSS

W. E. KESSLER

GUARANTY TRUST COMPANY OF NEW YORK,

By H. E. TWYEFFORT  
*Trust Officer.*

[CORPORATE SEAL]

Attest:

W. W. MERKER  
*Assistant Secretary.*

Signed, sealed and delivered by said  
Guaranty Trust Company of New  
York in the presence of:

JOHN F. ROSS

W. E. KESSLER

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

On the 19th day of May, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, 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.

[NOTARIAL SEAL]

WALTER J. GRIMES  
 Notary Public

WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificates filed in the following offices:  
 County Clerk: New York County  
 Register: New York County  
 Term Expires March 30, 1954



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 *E. D. Reas*  
Vice President.

Attest:

*E. L. Burt*  
Secretary.

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

*John F. Ross*  
*McKen*

GUARANTY TRUST COMPANY OF NEW YORK,

By *W. E. Dwyer*  
Trust Officer.

Attest:

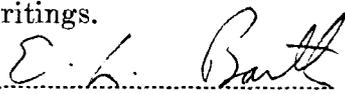
*Wm. J. ...*  
Assistant Secretary.

Signed, sealed and delivered by said Guaranty Trust Company of New York in the presence of:

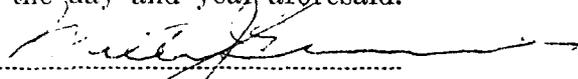
*John F. Ross*  
*McKen*

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

On the 19th day of May, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, 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.

  
 \_\_\_\_\_  
 Secretary.

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

  
 \_\_\_\_\_  
 Notary Public

WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificates filed in the following offices:  
 County Clerk: New York County  
 Register: New York County  
 Term Expires March 30, 1954

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

On the 19th day of May, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, 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 Supple-

State of New York, }  
County of New York, } ss.:

No. 45810

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

WALTER J GRIMES

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of MAY 1953, 1953

FEE PAID 25¢

*Archibald R. Watson*

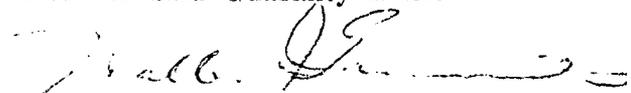
County Clerk and Clerk of the Supreme Court, New York County

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

On the 19th day of May, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, 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

WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificates filed in the following offices:  
 County Clerk: New York County  
 Register: New York County  
 Term Expires March 30, 1954

## RECORDATION

<u>County</u>	<u>Date</u>	<u>Time</u> (D.S.T.)	<u>Place of Recording</u>
Adams	5/22/53	3:01 P.M.	Mortgage Book Vol. J-4, page 557
Berks	5/22/53	10:35 A.M.	Mortgage Book No. 760, page 525
Bucks	5/22/53	10:02 A.M.	Mortgage Book #845, page 374 &c.
Chester	5/22/53	9:03 A.M.	Mortgage Book U-18, Vol. 444, page 152 &c.
Cumberland	5/22/53	12:11 P.M.	Mortgage Book Vol. 281, page 433
Dauphin	5/22/53	9:51 A.M.	Mtg. Book V, Vol. 30, page 501
Lancaster	5/22/53	1:25 P.M.	Mortgage Book Volume 622, page 76
Lebanon	5/22/53	9:15 A.M.	Mtg. Book Corp. Volume 195, page 183 &c.
Lehigh	5/22/53	9:35 A.M.	Mortgage Book Volume 641, page 108 &c.
Monroe	5/22/53	1:40 P.M.	Mortgage Book, Vol. 103, page 125
Montgomery	5/22/53	12:15 P.M.	Mortgage book No. 2443, page 253 &c.
Northampton	5/22/53	11:25 A.M.	Mortgage Book Vol. 581, page 566 &c.
Pike	5/22/53	10:51 A.M.	Mtge. Book No. 51, page 311 &c.
York	5/22/53	12:56 P.M.	Mortgage Book 16-V, page 451