

11737-A-Z
RECORDATION NO. 11737
Filed 1425

Met-Ed GPU

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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

Metropolitan Edison Company is a Member of the General Public Utilities System

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

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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) July 1, 1954 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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INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

to

GUARANTY TRUST COMPANY OF NEW YORK,

as Trustee.

Supplemental Indenture

creating security interest in certain personal property of
Metropolitan Edison Company, pursuant to the provi-
sions of the Pennsylvania Uniform Commercial Code.

Dated July 1, 1954

THIS SUPPLEMENTAL INDENTURE, made the first day of July, 1954, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in Muhlenberg Township, Berks County, 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, having its principal office at 140 Broadway, New York, 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, inter alia, dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, February 1, 1950, December 1, 1950, March 1, 1952 and May 1, 1953, and which is hereby supplemented by this Supplemental Indenture, the Original Indenture and the aforesaid indentures supplemental thereto, copies of all of which are attached hereto and made a part hereof, being hereinafter collectively referred to as the "Mortgage"; and

WHEREAS, it was intended by the execution and delivery of the Original Indenture to subject to the lien of the Mortgage all property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution of the Original Indenture or (subject to the provisions of Article XIII thereof) thereafter acquired by the Company situate in fourteen named counties within the Commonwealth of Pennsylvania, or wheresoever situate and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, except such property as was therein expressly excepted and excluded from the lien and operation thereof; and

WHEREAS, in Article V, Section 5.11, of the Original Indenture, the Company covenanted, inter alia, to execute and deliver to the Trustee

such further instruments and do such further acts necessary or proper to carry out the purposes of the Original Indenture; and

WHEREAS, it is the intention of the parties hereto, by the execution of this Supplemental Indenture, to provide the Trustee with further assurances by creating in favor of the Trustee a security interest in certain personal property of the Company, pursuant to the provisions of Article 9 of the Uniform Commercial Code recently enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor of said Commonwealth on April 6, 1953, it being further intended that this Supplemental Indenture shall be both a security agreement and a financing statement under the provisions of the aforesaid Code; 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 SECURITY INTEREST, ENUMERATION OF EXCEPTED PROPERTY.

SECTION 1. The Company hereby creates a security interest in favor of Guaranty Trust Company of New York, as Trustee, and its successors in the trusts created under the Mortgage, in all the following described property of the Company, that is to say:

All personal property, tangible and intangible, owned by the Company and (subject to the provisions of Article XIII of the Original Indenture) hereafter acquired by the Company, situate in the Counties of Adams, Berks, Bucks, Chester, Cumberland, Dauphin, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Perry, Pike and York, Commonwealth of Pennsylvania, or elsewhere in said Commonwealth, and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, expressly excepting and excluding from the lien hereof the following property:

(1) any cash (other than cash deposited with the Trustee pursuant to any provisions of the Mortgage) and shares of stock and certificates or evidence of interest therein and obligations (including bonds, bills, notes and other evidences of indebtedness) not specifically pledged or deposited or delivered under the Mortgage or covenanted so to be;

(2) all materials and supplies not installed as a part of the fixed property of the Company, and merchandise, appliances and supplies acquired by the Company for the purpose of resale or leasing to its customers in the ordinary course and conduct of its business;

(3) all automobiles and other motor vehicles;

(4) all judgments, contracts, accounts and choses in action, not specifically assigned or pledged or deposited or delivered under the Mortgage or covenanted so to be; and

(5) all timber growing upon or cut from lands of the Company;

provided, however, that the property expressly excepted from the lien and operation hereof in the above subdivisions (2), (3), (4) and (5) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the property subject to the lien of the Mortgage and of this security interest in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X.

ARTICLE II.

OBLIGATIONS SECURED AND TO BE SECURED.

SECTION 1. The security interest created hereby secures the payment of both the principal of and interest and premium, if any, on the bonds presently issued and issued hereafter under the Mortgage, according to their tenor and effect, and the performance and observance of all of the provisions of the Mortgage and of said bonds. As of the date hereof, the aggregate principal amount of the bonds of all series issued under the Mortgage is \$60,550,000.

SECTION 2. The bonds presently issued under the Mortgage and secured hereby mature on a number of dates, the latest of which is May 1, 1983; provided, however, that if prior to that date the Company, its successors or assigns, shall pay or cause to be paid the principal of and interest on the bonds of all series presently issued and issued hereafter under the Mortgage, together with the premium, if any, payable on such of said bonds as may have been called for redemption prior to maturity, or shall provide, as permitted under the Mortgage, for the payment thereof by depositing with the Trustee the entire amount due thereon for principal, interest and premium, if any, and if the Company shall also pay or cause to be paid all other sums payable by it under the Mortgage, then this Supplemental Indenture and the security interest created hereby shall cease, determine and be void.

ARTICLE III.

RIGHTS, DUTIES, COVENANTS AND OBLIGATIONS OF THE PARTIES.

SECTION 1. To the extent permitted by law and except as otherwise provided herein, the provisions of the Mortgage shall govern the rights, duties, covenants and obligations of the parties hereto, including, without limiting the generality of the foregoing, the issuance, redemption and purchase of the bonds secured and to be secured hereby, the possession, use and release of the property subject to the

security interest created hereby, the events of default and the remedies of the Trustee and the bondholders upon default.

ARTICLE IV.

APPLICABLE LAW.

SECTION 1. The validity, enforceability and interpretation of this Supplemental Indenture shall be determined and governed by the law of the Commonwealth of Pennsylvania.

ARTICLE V.

MISCELLANEOUS.

SECTION 1. Nothing herein contained shall be construed to release, impair or alter the lien of the Mortgage upon any property of the Company subject thereto.

SECTION 2. The Trustee, for itself and its successors in said trusts, hereby accepts the security interest created hereby as a further assurance under the provisions of the Mortgage.

SECTION 3. This Supplemental Indenture shall be executed simultaneously 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, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and

attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

[CORPORATE SEAL] By O. TITUS
President.

Attest:

..... E. L. BARTH
Secretary.

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

L. C. MOODY
R. E. SYPHER

GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL] By H. E. TWYEFFORT
Trust Officer.

Attest:

..... W. W. MERKER
Assistant Secretary.

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

H. H. GOULD
W. E. KESSLER

attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By [Signature]
President.

Attest:

[Signature]
Secretary.

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

[Signature]
[Signature]

GUARANTY TRUST COMPANY OF NEW YORK,

By [Signature]
Trust Officer.

Attest:

[Signature]
Assistant Secretary.

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

[Signature]
[Signature]