

**Met-Ed GPU**

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INTERSTATE COMMERCE COMMISSION

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

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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 J.C. Apple  
of 1/20/80  
Metropolitan Edison Company*

11737 F  
RECORDATION NO. .... Filed 1425

APR 29 1980 . 1 45 PM

INTERSTATE COMMERCE COMMISSION

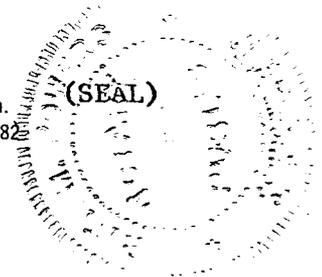
I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) October 1, 1954 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison 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, 1980



11737 F

RECORDATION NO. .... Filed 1425

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 October 1, 1954*

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 October, 1954, 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, March 1, 1952, May 1, 1953 and July 1, 1954, 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 eighth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984" (hereinafter sometimes referred to as the "1984 Series bonds" or the "bonds of the 1984 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 ensealing 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, $3\frac{1}{8}\%$ SERIES DUE 1984, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the eighth 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,  $3\frac{1}{8}\%$  Series due 1984". All coupon bonds of the 1984 Series shall be dated October 1, 1954. All fully registered bonds of the 1984 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1984 Series shall be payable on October 1, 1984, 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 one-eighth per centum ( $3\frac{1}{8}\%$ ) per annum, payable semi-annually on April 1 and October 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 1984 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 1984 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 1984 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1984 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 1984 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 1984 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 1984 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 1984 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:

<b>If redeemed during 12 months' period beginning October 1</b>	<b>Regular Redemption Prices</b>	<b>Lower Scale Redemption Prices</b>	<b>If redeemed during 12 months' period beginning October 1</b>	<b>Regular Redemption Prices</b>	<b>Lower Scale Redemption Prices</b>
1954	105.25	101.87	1969	102.54	101.14
1955	105.07	101.83	1970	102.36	101.08
1956	104.89	101.79	1971	102.18	101.02
1957	104.71	101.75	1972	102.00	100.95
1958	104.53	101.71	1973	101.82	100.89
1959	104.35	101.66	1974	101.63	100.82
1960	104.17	101.62	1975	101.45	100.75
1961	103.99	101.57	1976	101.27	100.68
1962	103.81	101.52	1977	101.09	100.60
1963	103.63	101.47	1978	100.91	100.52
1964	103.44	101.42	1979	100.73	100.44
1965	103.26	101.37	1980	100.55	100.36
1966	103.08	101.32	1981	100.37	100.28
1967	102.90	101.26	1982	100.19	100.19
1968	102.72	101.20	1983	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 1984 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 1984 Series, the Company may execute and the Trustee shall authenticate and deliver, in lieu thereof, bonds of the 1984 Series in temporary form as provided in Section 2.04 of the Original Indenture. Such bonds of the 1984 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 1984 Series for the aggregate principal amount of Fifteen million dollars (\$15,000,000), being the initial issue of bonds of the 1984 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. So long as any of the bonds of the 1984 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 5. So long as any of the bonds of the 1984 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 6. The Company covenants and agrees that so long as any of the bonds of the 1984 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.

SECTION 7. So long as any of the bonds of the 1984 Series shall be secured by the lien of the Mortgage, the Company covenants and agrees that, if and when it shall execute, and deliver to the Trustee and cause to be authenticated by the Trustee and delivered additional bonds pursuant to the provisions of Section 4.03 of the Original Indenture against property additions which are subject to a prior lien, it will to the extent permitted by the terms of the instrument securing such prior lien bonds, the terms of the Mortgage and applicable law and regulations cause (a) to be issued against such property additions which are also subject to such prior lien, in accordance with the terms of the instrument creating such prior lien, a principal amount of prior lien bonds not theretofore issued as near as may be equal to the principal amount of additional bonds so to be issued under the Mortgage against such portion of such property additions as are subject to such prior lien and (b) such prior lien bonds to be deposited, pursuant to the provisions of the second paragraph of Section 5.16 of the Original Indenture, with the Trustee, unless required to be deposited with the trustee or other holder of a prior lien upon the same property as that mortgaged or pledged to secure the prior lien bonds so deposited.

## ARTICLE II.

## FORM OF THE BONDS OF THE 1984 SERIES.

The form of the bonds of the 1984 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 1984 SERIES]

## METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND

\$1000

3 $\frac{1}{8}$ % Series due 1984

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 October 1, 1984, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) 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 October 1, 1954, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and one-eighth per centum (3 $\frac{1}{8}$ %) per annum, payable semi-annually on April 1 and October 1 of each year, beginning April 1, 1955, 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,  $3\frac{1}{8}\%$  Series due 1984 (hereinafter referred to as "bonds of the 1984 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, May 1, 1953, July 1, 1954 and October 1, 1954, 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,

subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1984 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1984 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 1984 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 1984 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 1984 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 1984 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 coupons 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 of 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: October 1, 1954.

METROPOLITAN EDISON COMPANY,

By.....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF INTEREST COUPON FOR BONDS OF THE 1984 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, 3 $\frac{1}{8}$ % Series due 1984, 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 Fifteen and 63/100 Dollars; the amount to be inserted in even numbered coupons shall be Fifteen and 62/100 Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1984 SERIES]

## METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND

\$..... 3 $\frac{1}{8}$ % Series due 1984 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 October 1, 1984, 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 April 1 and October 1 of each year, at the rate of three and one-eighth per centum (3 $\frac{1}{8}$ %) 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 $\frac{1}{8}$ % Series due 1984 (hereinafter referred to as "bonds of the 1984 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, May 1, 1953, July 1, 1954 and October 1, 1954, 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, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. 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 1984 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1984 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 1984 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 1984 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 1984 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 1984 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 .....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE  
ON BONDS OF THE 1984 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.

AMENDING SECTION 10.06 OF THE ORIGINAL INDENTURE.

SECTION 1. Section 10.06 of the Original Indenture is amended  
by adding to the second sentence thereof, the following:

“and provided further that, notwithstanding anything herein or  
in this Indenture contained, in case the rights of the holders  
of less than all of the series of bonds outstanding shall be affected,  
no waiver of any past default or its consequences shall be effective  
unless approved by the holders of not less than a majority of all  
the bonds at the time outstanding.”

ARTICLE IV.

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

## HOSENSACK SUBSTATION SITE

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

BEGINNING at a point in the base line of Pennsylvania Power & Light Company's substation, said point being South 43 degrees 43 minutes West 799.0 feet from the center line of Pennsylvania Power & Light Company's 220 kv transformer structure and South 43 degrees 43 minutes West 1161.5 feet from the center line of State Highway Legislative Route No. 39002; thence through land of Pennsylvania Power & Light Company South 46 degrees 17 minutes East 67.0 feet; thence South 43 degrees 43 minutes West 400.0 feet; thence North 46 degrees 17 minutes West 600.0 feet; thence North 43 degrees 43 minutes East 400.0 feet; and thence South 46 degrees 17 minutes East 533.0 feet to the place of beginning. Containing 5.5 acres, more or less.

TOGETHER with the perpetual right, liberty and privilege to use, in common with Pennsylvania Power & Light Company, its successors, lessees and assigns, the existing private road of Pennsylvania Power & Light Company, extending in a Westerly direction from State Highway Legislative Route No. 39002 to a point approximately 246.6 feet East of the tract or parcel of land hereinabove described, for the purpose of free ingress to and egress from said tract or parcel of land for the agents, workmen, employees and contractors of Metropolitan Edison Company, its successors, lessees and assigns, with necessary horses, teams, motor vehicles and other apparatus.

TOGETHER ALSO with the right, liberty and privilege to use, in common with Pennsylvania Power & Light Company, its successors, lessees and assigns, the existing railroad sidetrack of Pennsylvania Power & Light Company, extending from its point of connection at the property line of Pennsylvania Power & Light Company with a spur of the Reading Company to a point approximately 246.6 feet East of the tract or parcel of land hereinabove described, for the

purpose of transporting equipment, apparatus, materials and supplies to and from said tract or parcel of land.

TOGETHER ALSO with the easement and uninterrupted right, from time to time, to construct, operate and maintain, on, over, under and across property of Pennsylvania Power & Light Company in said Township of Lower Milford, within the limits of the areas shown in green and orange on the plan attached to the hereinafter recited deed, a roadway and railroad spur connecting, respectively, with the private road and railroad sidetrack of Pennsylvania Power & Light Company referred to above, and a water main connecting with Pennsylvania Power & Light Company's water system on property of Pennsylvania Power & Light Company adjacent to the said tract or parcel of land.

SUBJECT to a covenant and agreement that in the event Metropolitan Edison Company, or such corporation as shall succeed it in the operation of its properties, shall abandon the use of the tract or parcel of land hereinabove described, it shall promptly remove its facilities therefrom and reconvey the said tract or parcel of land to Pennsylvania Power & Light Company, its successors or assigns, for the consideration paid by Metropolitan Edison Company to Pennsylvania Power & Light Company for said tract or parcel of land, at which time all the rights and easements granted to Metropolitan Edison Company shall terminate.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pennsylvania Power & Light Company, by deed dated December 30, 1953, and recorded on January 21, 1954, in the Office for the Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book Volume 820, page 288.

## PARCEL NUMBER TWO

### DELAWARE WATER GAP SUBSTATION SITE

#### *Tract No. 1*

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

BEGINNING at a monument in the southerly boundary line of a 33 foot wide public township road linking U. S. Route No. 611 and

Legislative Route No. 45010 and in line of lands of Lewis Hawley, said monument being distant 1310.0 feet, more or less, measured along the Southerly boundary line of said public township road in a Southwesterly direction from the intersection of the Southerly boundary line of said public township road and the center line of U. S. Route No. 611; thence along lands now or formerly of Lewis Hawley the following three courses and distances namely: (1) South 19 degrees 40 minutes 20 seconds East 200.0 feet to a monument; (2) South 62 degrees 25 minutes 40 seconds West 395.24 feet to a monument; (3) South 39 degrees 29 minutes West 141.13 feet to a monument in line of lands now or formerly of John Seese; thence by lands now or formerly of said John Seese and lands now or formerly of W. C. Howell North 50 degrees 31 minutes West 289.12 feet to a monument in the Southerly boundary line of the aforesaid public township road linking U. S. Route No. 611 and Legislative Route No. 45010; thence along the Southerly boundary line of said public township road the following seven courses and distances, namely: (1) North 20 degrees 34 minutes East 34.87 feet to a point; (2) thence by a line curving to the right having a radius of 35.0 feet and a chord length of 32.30 feet with a bearing of North 48 degrees 2 minutes 40 seconds East a distance along the curve of 33.57 feet to a point; (3) thence North 75 degrees 31 minutes 20 seconds East 97.86 feet to a point; (4) thence by a line curving to the left having a radius of 1016.5 feet and a chord length of 92.116 feet with a bearing of North 72 degrees 55 minutes 30 seconds East, a distance along the curve of 92.148 feet to a point; (5) thence North 70 degrees 19 minutes 40 seconds East 183.84 feet to a point; (6) thence by a line curving to the left having a radius of 494.5 feet and a chord length of 177.372 feet with a bearing of North 59 degrees 59 minutes 40 seconds East, a distance along the curve of 178.351 feet to a point; (7) thence North 49 degrees 39 minutes 40 seconds East 63.73 feet to the monument, the place of beginning. Containing 2.883 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lewis Hawley and Effie A. Hawley, his wife, by deed dated February 10, 1954, and recorded on February 10, 1954, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Vol. 199, page 593.

*Tract No. 2*

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

BEGINNING at an iron pin in the Northerly boundary line of a 14 foot wide road, said iron pin being the Southeasterly corner of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company the following two courses and distances, namely: (1) North 35 degrees 35 minutes East 8231 feet to an iron pin; (2) North 29 degrees 50 minutes West 145.87 feet to a concrete monument, a corner of lands now or formerly of Lewis Hawley, et ux.; thence along lands now or formerly of said Lewis Hawley, et ux. North 86 degrees 05 minutes East 102.0 feet to a concrete monument, the Northwest corner of lands now or formerly of Robert H. Christian; thence along lands now or formerly of Robert H. Christian South 37 degrees 47 minutes East 315.15 feet to a monument in the Northerly boundary line of the said 14 foot wide road, the last described bearing passing through an iron pin distant 35.98 feet from the last mentioned monument in the Northerly boundary line of said 14 foot wide road; thence along the said Northerly boundary line of the 14 foot wide road the following four courses and distances, namely: (1) North 79 degrees 16 minutes West 51.46 feet to a point; (2) South 82 degrees 15 minutes West 75.60 feet to a point; (3) North 84 degrees 06 minutes West 89.23 feet to a point; and (4) North 54 degrees 25 minutes West 68.82 feet to the iron pin, the place of beginning. Containing 0.86 acres, more or less.

TOGETHER with the right of Metropolitan Edison Company, its successors and assigns, to use in common with Lewis Hawley and Effie A. Hawley, his wife, their heirs and assigns, at all times hereafter, a certain road fourteen feet in width, beginning at a public road that leads from Cherry Valley to the Lackawanna Trail at the Northwesterly corner of lands now or formerly of John Seese, et ux., and extending in a Southeasterly direction to the Southwesterly corner of lands now or formerly of Robert H. Christian, et ux., and from that point being a road twelve feet in width beginning at said Southwesterly corner of lands now or formerly of said Robert H. Christian, et ux., and extending in an Easterly direction to the public road leading from Cherry Valley to Delaware Water Gap, Legislative Route No. 45010.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lewis Hawley and Effie A. Hawley, his wife, by deed dated May 19, 1954, and recorded on May 19, 1954, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Vol. 202, page 117.

*Tract No. 3*

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

BEGINNING at a concrete monument, the Southeasterly corner of land now or formerly of Frank S. Lipicke, et ux., and in the Northerly boundary line of a 14 foot wide road linking the public township road from Cherry Valley to the Lackawanna Trail and Legislative Route No. 45010 from Cherry Valley to Delaware Water Gap, said concrete monument being located as follows: beginning at a point where the Northerly boundary line of the said 14 foot wide road intersects the center line of the said public road from Cherry Valley to the Lackawanna Trail; thence along the Northerly boundary line of the said 14 foot wide road and lands now or formerly of John Seese, et ux., and lands now or formerly of William C. Howell South 50 degrees 31 minutes East 516.15 feet to a point; thence still by lands now or formerly of William C. Howell and lands now or formerly of Frank S. Lipicke, et ux., South 57 degrees 48 minutes East 134.32 feet to said concrete monument; thence along lands now or formerly of Frank S. Lipicke, et ux. North 32 degrees 12 minutes East 173.58 feet to a monument in line of lands now or formerly of Lewis Hawley, et ux.; thence along lands now or formerly of Lewis Hawley, et ux. the following two courses and distances, namely: (1) South 29 degrees 50 minutes East 203.20 feet to an iron pin and (2) South 35 degrees 35 minutes West 82.31 feet to an iron pin in the said Northerly boundary line of the aforementioned 14 foot wide road; thence along the said Northerly boundary line the following two courses and distances, namely: (1) North 54 degrees 25 minutes West 65.72 feet to an iron pin and (2) North 57 degrees 48 minutes West 109.0 feet to the concrete monument, the place of beginning. Containing 0.52 acres, more or less.

TOGETHER with the right of Metropolitan Edison Company, its successors and assigns, to use in common with Lewis Hawley, et ux., their heirs and assigns, and with Charles F. Moyer, et ux., their heirs and assigns, at all times hereafter, a certain road fourteen feet in width, beginning at a public road that leads from Cherry Valley to the Lackawanna Trail at the Northwesterly corner of lands now or formerly of John Seese, et ux., and extending in a Southeasterly direction to the Southwesterly corner of lands now or formerly of Robert

H. Christian, et ux., and from that point being a road twelve feet in width beginning at said Southwesterly corner of lands now or formerly of said Robert H. Christian, et ux., and extending in an Easterly direction to the public road leading from Cherry Valley to Delaware Water Gap, Legislative Route No. 45010.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Charles F. Moyer and Katie Moyer, his wife, by deed dated May 19, 1954, and recorded on May 19, 1954, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 202, page 124.

### PARCEL NUMBER THREE

#### BARTO SUBSTATION SITE

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

BEGINNING at a monument, a corner of lands now or formerly of Florence Fisher and in line of lands now or formerly of Reuben Melcher, said monument being distant 48.16 feet measured in a Southerly direction and perpendicular from a point in the center line of Pennsylvania Traffic Route No. 100 linking Boyertown and Bally, said point being distant 663.0 feet measured in an Easterly direction along the said center line of said Pennsylvania Traffic Route No. 100 from a point where the said Pennsylvania Traffic Route No. 100 crosses the Perkiomen Creek; thence along lands now or formerly of Reuben Melcher the following five courses and distances, namely: (1) South 65 degrees 30 minutes East 85.0 feet to a monument; (2) South 45 degrees 10 minutes West 148.67 feet to a monument; (3) South 45 degrees 46 minutes East 223.18 feet to a monument; (4) South 49 degrees 18 minutes West 512.26 feet to a monument; (5) South 41 degrees 19 minutes East 249.74 feet to a monument, a corner of lands now or formerly of Reuben Eshbach; thence along lands now or formerly of Reuben Eshbach South 50 degrees 11 minutes West 110.34 feet to a monument; thence along lands now or formerly of Tuscarora Pipe Line Company, Limited North 42 degrees 30 minutes West 535.50 feet to a monument, a corner of lands now or formerly of Florence Fisher; thence along lands now or formerly of Florence Fisher North 47 degrees 30 minutes East 730.0 feet to the monument, the place of beginning. Containing 5.117 acres, more or less.

TOGETHER with the free and uninterrupted right of ingress, egress and regress over the existing private road leading from the above described tract or parcel of land to said Pennsylvania Traffic Route No. 100.

EXCEPTING AND RESERVING unto Tuscarora Pipe Line Company, Limited, its successors and assigns, a right of way or easement of 40 feet in width extending across the Easterly portion of the above described tract or parcel of land at the location of the existing underground pipe line facilities; together with the right to install, maintain, repair, replace and remove the existing or additional underground pipe lines on the said 40 feet wide right of way; and together also with the right of ingress and egress over and across said right of way for all inspection purposes and the purposes above set forth.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Tuscarora Pipe Line Company, Limited, by deed dated March 15, 1954, and recorded on March 17, 1954, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1154, page 486.

#### PARCEL NUMBER FOUR

#### GRANTVILLE SUBSTATION SITE

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

BEGINNING at a monument in the Southerly boundary line of Township Road, Route T800, leading from Shellsville to Grantville, said monument being 21 feet measured perpendicularly from a point in the center line of said road, being distant 927.2 feet, more or less, measured Easterly along the Southerly boundary line of said road from the intersection of the said Southerly boundary line of the said Township Road with the center line of Legislative Route 743; thence along said Southerly boundary line of said Township Road, Route T800, North 72 degrees 45 minutes East 117.73 feet to a monument in the Westerly line of lands now or formerly of Jacob Hess; thence along lands now or formerly of Jacob Hess South 5 degrees 48 minutes East 90.79 feet to a monument; thence along lands now or formerly of Byron Oellig and Cora M. Oellig, his wife, the following

two courses and distances, namely: (1) South 72 degrees 45 minutes West 99.70 feet to a monument and (2) North 17 degrees 15 minutes West 89 feet to the monument, the place of beginning. Containing 9,674.69 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by J. Byron Oellig and Cora M. Oellig, his wife, by deed dated July 30, 1953, and recorded on July 30, 1953, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book N, Vol. 37, page 223.

### PARCEL NUMBER FIVE

#### RICHMOND 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 Southerly right of way line of a thirty-three foot wide public township road extending from U. S. Route No. 611 to Legislative Route No. 48080, said concrete monument being distant 617.4 feet measured in an Easterly direction along the Southerly right of way line of said public township road from the center line of U. S. Route No. 611; thence along the Southerly right of way line of said public township road North 85 degrees 15 minutes East 200.0 feet to a concrete monument; thence by lands now or formerly of Floyd A. Ott, Sr. the following three courses and distances, namely: South 4 degrees 45 minutes East 200.0 feet to a concrete monument; thence South 85 degrees 15 minutes West 200.0 feet to a concrete monument; thence North 4 degrees 45 minutes West 200.0 feet to a concrete monument, the place of beginning. Containing 0.919 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Floyd A. Ott, Sr. and Ada Ott, his wife, by deed dated August 7, 1953, and recorded on August 7, 1953, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E, Vol. 92, page 62.

PARCEL NUMBER SIX  
LOGANVILLE SUBSTATION SITE

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

BEGINNING at a monument, said monument being the intersection of the Northerly boundary line of Legislative Route No. 66049, a fifty foot wide public road, linking Bupps Union Church and Route No. 111, and the Westerly boundary line of a twenty foot wide alley and being also a corner of lands now or formerly of Wilmer L. Snyder; thence along the Northerly boundary line of Legislative Route No. 66049 by a line curving to the left having a radius of 154.52 feet and a chord bearing of South 81 degrees 34 minutes West, a distance along the arc of 45.14 feet to a monument; thence still along the Northerly boundary line of Legislative Route No. 66049 South 70 degrees 30 minutes West 55.78 feet to a monument; thence along lands now or formerly of Daniel E. Hartman North 20 degrees 0 minutes West 100 feet to a monument; thence still by lands now or formerly of Daniel E. Hartman North 70 degrees 30 minutes East 100 feet to a monument in the Westerly line of lands now or formerly of Wilmer L. Snyder; thence along lands now or formerly of Wilmer L. Snyder South 20 degrees 0 minutes East 108.65 feet to the monument, the place of beginning. Containing 0.233 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Daniel E. Hartman and Laura Stump Hartman, his wife, by deed dated October 5, 1953, and recorded on October 7, 1953, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 37Y, page 479.

PARCEL NUMBER SEVEN  
JACKSON SUBSTATION SITE

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

BEGINNING at a monument in the Southerly boundary line of a fifty foot wide public road, Legislative Route No. 66005, linking East

Berlin and York, said monument being distant 25 feet measured perpendicularly from the center line of said Legislative Route No. 66005 and distant 571.6 feet, more or less, measured in an Easterly direction along said Southerly boundary line of Legislative Route No. 66005 from an iron pin, a corner common to lands now or formerly of Clarence F. Myers and Paul Myers; thence along the Southerly boundary line of said Legislative Route No. 66005 North 83 degrees 30 minutes East 500 feet to a monument; thence along lands now or formerly of Walter O. Lebo and lands now or formerly of Paul Myers South 6 degrees 30 minutes East 500 feet to a monument; thence by lands now or formerly of Paul Myers South 83 degrees 30 minutes West 500 feet to a monument; thence by lands now or formerly of Paul Myers North 6 degrees 30 minutes West 500 feet to the monument, the place of beginning. Containing 5.739 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Paul Myers and Leah Myers, his wife, by deed dated September 1, 1953, and recorded on September 1, 1953, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 37-W, page 291.

#### PARCEL NUMBER EIGHT

#### THOMASVILLE SUBSTATION SITE

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

BEGINNING at a monument in the Southerly boundary line of a fifty foot wide public road, U. S. Route No. 30, known as Lincoln Highway linking York and Thomasville, said monument being distant 401.95 feet measured in a Northeasterly direction along the Southerly boundary line of said U. S. Route No. 30 from the intersection of said Southerly boundary line and the center line of the track of the Western Maryland Railways Company; thence along the Southerly boundary line of said U. S. Route No. 30 by a line curving to the right having a radius of 5704.65 feet and a chord length of 486.14 feet with a bearing of North 89 degrees 46 minutes East, a distance along the curve of 486.22 feet to a monument; thence along lands now or formerly of The J. E. Baker Company South 0 degrees 43 minutes 30 seconds West 199.74 feet to a monument; thence still along lands

now or formerly of The J. E. Baker Company North 87 degrees 44 minutes West 473.34 feet to a monument in the Easterly boundary line of a sixteen foot wide public alley; thence along the Easterly boundary line of said sixteen foot wide public alley and lands now or formerly of Ralph B. Weikert North 3 degrees 24 minutes West 179.38 feet to the monument, the place of beginning. Containing 2.115 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The J. E. Baker Company, by deed dated February 12, 1954, and recorded on February 15, 1954, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 38M, page 498.

#### PARCEL NUMBER NINE

#### EMIGSVILLE SUBSTATION SITE

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

BEGINNING at a monument, said monument being in the Westerly boundary line of a sixty foot wide public road, Route No. 250 linking York and Manchester, and distant 30 feet measured perpendicularly to the center line of said Route No. 250, said monument being also the Southeasterly corner of lands now or formerly of C. E. Benedict; thence along the Westerly boundary line of Route No. 250 South 28 degrees 0 minutes West 89.38 feet to a monument; thence along the Northerly side of an unnamed public street North 63 degrees 5 minutes 50 seconds West 100 feet to a monument; thence along lands now or formerly of Charles Haney North 26 degrees 54 minutes 10 seconds East 88.49 feet to a monument in line of lands now or formerly of C. E. Benedict; thence along lands now or formerly of C. E. Benedict South 63 degrees 35 minutes 20 seconds East 101.71 feet to the monument, the place of beginning. Containing 0.206 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Alert Fire Company No. 1 of Emigsville, York County, Pennsylvania, by deed dated August 12, 1953, and recorded on August 13, 1953, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 37-V, page 457.

## PARCEL NUMBER TEN

## ADDITION TO SANDY SHORES PROPERTY

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 point at low water mark of the Delaware River and a corner of lands now or formerly of Frank Cacciacarro and Rose I. Cacciacarro, his wife; thence along said lands now or formerly of Frank Cacciacarro and Rose I. Cacciacarro, his wife, South 74 degrees 11 minutes West 105.54 feet, more or less, to a monument; thence still along lands now or formerly of Frank Cacciacarro and Rose I. Cacciacarro, his wife, and lands of Metropolitan Edison Company South 74 degrees 11 minutes West 1290.0 feet to a monument in the Easterly boundary line of lands now or formerly of The Delaware, Lackawanna and Western Railroad Company at its survey station 4308+02.63; thence along the said Easterly boundary line, by a compound curve, 33 feet distant, parallel and concentric to the survey center line of The Delaware, Lackawanna and Western Railroad Company the following two courses and distances, namely: (1) by a line curving to the left having a radius of 7672.144 feet and a chord length of 824.8 feet with a bearing of North 27 degrees 25 minutes West, a distance along the curve of 825.18 feet to a point; (2) by a line curving to the left having a radius of 5577.941 feet and a chord length of 499.7 feet with a bearing of North 33 degrees 04 minutes 10 seconds West, a distance along the curve of 499.844 feet to a monument at corner of lands now or formerly of Sue B. Hester (widow), et al.; thence along said lands now or formerly of Sue B. Hester (widow), et al. North 43 degrees 28 minutes 19 seconds East 44.2 feet to a monument; thence still by same North 42 degrees 58 minutes 19 seconds East 267.3 feet, more or less, to a point at low water mark of the Delaware River; thence downstream along the said low water mark of the Delaware River in a Southeasterly direction by a meandering line 1982.9 feet, more or less, to the point, the place of beginning. Containing 36.274 acres, more or less.

SUBJECT to a reservation in favor of a prior owner of the right and privilege to gather ice from the Delaware River along a small portion of the shore line of the said River at the Northern end of

the above described tract or parcel of land, and of a right of way over a lane 27 links wide running along the Northwestern boundary of the said tract or parcel of land from the right of way of The Delaware, Lackawanna and Western Railroad Company to the said River.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Parsons Motors, Inc., by deed dated March 16, 1954, and recorded on March 16, 1954, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A No. 93, page 250.

### PARCEL NUMBER ELEVEN

#### ADDITION TO SOUTH EASTON SUBSTATION SITE

ALL THOSE THREE CERTAIN lots, Nos. 16, 17 and 18, according to the plan of lots of S. Kleinhans Sons, prepared by John McNeal and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Map Book No. 9, page 45, situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the Northerly boundary line of a 50 foot wide street known as Williams Street as laid out on the Topographical Survey of the City of Easton, said point being 100 feet measured along the Northerly boundary line of said Williams Street in a Westerly direction from the intersection of the Northerly boundary line of said Williams Street and the Westerly boundary line of a 40 foot wide street known as Davis Street as laid out on the Topographical Survey of the City of Easton; thence along the Northerly boundary line of said Williams Street North 88 degrees 40 minutes West 75.0 feet to a point, the Southeasterly corner of Lot No. 8 and a corner of lands now or formerly of Leo M. Schwar and Mary A. Schwar, his wife; thence along the Easterly line of Lot No. 8 and lands now or formerly of Leo M. Schwar and Mary A. Schwar, his wife, North 1 degree 57 minutes East 100.0 feet to a monument, the Southwest corner of Lot No. 9 and a corner of lands now or formerly of Howard R. Tice and Sarah A. Tice, his wife; thence along the Southerly line of Lots Nos. 9, 10 and 11 and lands now or formerly of Howard R. Tice and Sarah A. Tice, his wife, South 88 degrees 40 minutes East 75.0 feet to a monument, the Southeast

corner of Lot No. 11 and in line of lands of Metropolitan Edison Company; thence along lands of Metropolitan Edison Company South 1 degree 57 minutes West 100.0 feet to the point, the place of beginning. Containing 7500 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Shapson Realty Corp., by deed dated December 2, 1953, and recorded on December 2, 1953, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A, Vol. 91, page 131.

### PARCEL NUMBER TWELVE

#### ADDITION TO NORTHWOOD SUBSTATION SITE

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

BEGINNING at an iron rail, said iron rail being the Northwesterly corner of lands now or formerly of Evelyn W. Collinge, Sr. and in the Easterly line of lands of Metropolitan Edison Company and distant 324.76 feet measured in a Northeasterly direction along the Easterly line of lands of Metropolitan Edison Company from the center line of a public road linking Walter's Mill and Van Buren Road; thence along said lands of Metropolitan Edison Company North 2 degrees 56 minutes East 91.62 feet to a point; thence still along said lands of Metropolitan Edison Company North 85 degrees 21 minutes West 542.29 feet to a point in the Easterly line of lands now or formerly of Heston G. Woolf; thence along said lands now or formerly of Heston G. Woolf North 2 degrees 27 minutes East 841.10 feet to a monument; thence still along said lands now or formerly of Heston G. Woolf South 81 degrees 48 minutes 40 seconds East 558.50 feet to a monument; thence along lands now or formerly of Walter R. Koehler South 5 degrees 20 minutes East a distance of 911.42 feet to a monument in line of lands now or formerly of Palmer Township School District; thence along said lands now or formerly of Palmer Township School District and lands now or formerly of Evelyn W. Collinge, Sr. North 85 degrees 25 minutes West 138.12 feet to the iron rail, the place of beginning. Containing 11.812 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter Koehler and Eva Koehler, his wife, by deed dated January 4, 1954, and recorded on January 4, 1954, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book E, Vol. 90, page 495.

### PARCEL NUMBER THIRTEEN

#### RIGHT OF WAY

ALL THOSE CERTAIN three strips or pieces of land, each being of the width of 125 feet and each being the Westerly half of an original 250 feet wide strip of land acquired by Pennsylvania Water & Power Company:

THE FIRST STRIP OR PIECE OF LAND lying and being in the Township of Londonderry, Dauphin County, Pennsylvania, beginning for the same at a point in the center line of said original 250 feet wide strip of land and in the middle of a public road leading from the Falmouth-Elizabethtown state highway to Royalton, said point also being in the division line between land of Metropolitan Edison Company and land now or formerly of Jacob R. Geyer, et ux.; thence Westerly in and along the middle of said public road North 50 degrees 18 minutes West 145.92 feet; thence Northerly along the Westerly side of said original 250 feet wide strip of land and lands now or formerly of Jacob R. Geyer, et ux., William Keville, et ux., et al., John H. Alleman, Sr., et ux., Raymond Weaver, et ux., Rife Gingrich, Benjamin G. Graybill, et ux., Paul M. Lytle, et ux., Max A. Lauffer, John Howard Burtner, et ux., and Ben G. Helsel, et ux., the following five courses and distances, namely: North 8 degrees 39 minutes East 973.92 feet, North 24 degrees 56 minutes West 6511.88 feet, North 2 degrees 25 minutes East 1066.07 feet, North 5 degrees 14 minutes East 4357.60 feet, and North 19 degrees 32 minutes West 1797.94 feet to a point on the Southern boundary line of land of the Pennsylvania Turnpike Commission; thence Easterly along the division line between land of the Pennsylvania Turnpike Commission and land now or formerly of Ben G. Helsel, et ux., North 89 degrees 43 minutes East 40.29 feet; thence still along said division line by a curve toward the South, having a radius of 7539.49 feet, a distance of 92.30 feet; thence Southerly along the center line of said original 250 feet wide strip of land and land now or formerly of Pennsylvania Power & Light Company the following five courses and distances, namely: South 19 degrees 32 min-

utes East 1782.06 feet, South 5 degrees 14 minutes West 4381.99 feet, South 2 degrees 25 minutes West 1032.58 feet, South 24 degrees 56 minutes East 6518.37 feet, and South 8 degrees 39 minutes West 1086.93 feet to the place of beginning. Containing 42.244 acres.

THE SECOND STRIP OR PIECE OF LAND lying and being partly in the Township of Londonderry and partly in the Township of Derry, Dauphin County, Pennsylvania, beginning for the same at a point in the center line of said original 250 feet wide strip of land and in the division line between land of the Pennsylvania Turnpike Commission and land now or formerly of Ben G. Helsel, et ux.; thence Westerly along said division line by a curve toward the South, having a radius of 7739.49 feet, a distance of 22.27 feet; thence still along said division line South 89 degrees 43 minutes West 110.14 feet; thence Northerly along the Westerly side of said original 250 feet wide strip of land and lands now or formerly of Ben G. Helsel, et ux., Simon E. Grubb, et ux., Frank Nisley, et ux., Walter B. Detweiler, et ux., Harry T. Christman, Phoebe B. Cooper, John E. Gerow, et ux., Jerome Ricker, William L. Anderson, Martin O. Swartz, Joseph Garver Hollenbaugh and Ammon Garver, et ux., the following four courses and distances, namely: North 19 degrees 32 minutes West 451.06 feet, North 18 degrees 53 minutes West 908.11 feet, North 11 degrees 31 minutes West 7537.15 feet, and North 11 degrees 32 minutes East 2760.03 feet to a point in the Southern boundary line of land now or formerly of the Simon P. Garver Estate; thence Easterly along the division line between land now or formerly of Ammon Garver, et ux., and land now or formerly of the Simon P. Garver Estate, South 70 degrees 53 minutes East 126.11 feet; thence Southerly along the center line of said original 250 feet wide strip of land and land now or formerly of Pennsylvania Power & Light Company the following four courses and distances, namely: South 11 degrees 32 minutes West 2717.91 feet, South 11 degrees 31 minutes East 7503.57 feet, South 18 degrees 53 minutes East 899.34 feet, and South 19 degrees 32 minutes East 494.18 feet to the place of beginning. Containing 33.405 acres.

THE THIRD STRIP OR PIECE OF LAND lying and being in the Township of Derry, Dauphin County, Pennsylvania, beginning for the same at a point in the center line of said original 250 feet wide strip of land and in the division line between land now or formerly of the Simon P. Garver Estate and land now or formerly of Edward Stover; thence Westerly along said division line South 89 degrees 47 minutes West 127.67 feet; thence Northerly along the Westerly side of said

original 250 feet wide strip of land and lands now or formerly of Edward Stover, Hershey Trust Company, Trustee for the Hershey Industrial School, Highspire Sand and Gravel Company, Ltd., Mary Swartz Estate and Edward S. Swartz, the following two courses and distances, namely: North 11 degrees 32 minutes East 3079.64 feet and North 23 degrees 46 minutes West 2208.30 feet to a point in the Southern boundary line of land now or formerly of Pennsylvania Power & Light Company; thence Easterly along the division line between land now or formerly of Edward S. Swartz and land now or formerly of Pennsylvania Power & Light Company North 43 degrees 07 minutes East 135.91 feet; thence Southerly along the center line of said original 250 feet wide strip of land and land now or formerly of Pennsylvania Power & Light Company the following two courses and distances, namely: South 23 degrees 46 minutes East 2301.42 feet and South 11 degrees 32 minutes West 3092.66 feet to the place of beginning. Containing 15.304 acres.

TOGETHER with certain rights of ingress to and egress from each of the said three strips or pieces of land over certain adjoining lands and the right to cut down, trim and remove trees and brush upon certain adjoining lands which may interfere with any towers, poles, structures or other improvements which may be erected on the said three strips or pieces of land, all as more fully set forth in the deed hereinafter recited.

SUBJECT to (1) the right in favor of Pennsylvania Power & Light Company, its successors and assigns, of ingress to and egress from the said three strips or pieces of land and the right to clear the same of trees and brush; (2) rights in favor of the owners of certain lands abutting the said three strips or pieces of land to cross the same; (3) the right of reversion as to small portions of the first and second strips or pieces of land above described in the event the present or future owners thereof should permanently abandon the same; (4) the rights of certain owners of land adjoining the first strip or piece of land above described to use small portions thereof for farming or other agricultural purposes in a manner which will not interfere with the use thereof by the present or future owners thereof; and (5) the right of the present and future owners of Indian Echo Cave, which abuts a small portion of the third strip or piece of land above described, to extend the said Cave under the surface of the said third strip or piece of land under certain limitations; all as more fully set forth in the deed hereinafter recited.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pennsylvania Water & Power Company, by deed dated May 11, 1953, and recorded on May 27, 1953, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book G, Vol. 37, page 347.

## PARCEL NUMBER FOURTEEN

### RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate on the East side of Smith Street in the City of York, York County, Pennsylvania, and known as lots Nos. 30 and 31 on a plot of lots laid out by R. B. McKinnon for Sadie A. Bacon on the 12th day of January, 1908, said lots being bounded and described as follows, to wit:

BEGINNING at a point at other lands of Metropolitan Edison Company on the East side of said Smith Street 57 feet from the corner at the inside of pavement at the intersection of Smith Street and Power Street, a fifty foot wide street extending from Pershing Avenue (formerly Water Street) Westwardly to Smith Street, between other lands of Metropolitan Edison Company; thence extending Northwardly along Smith Street 40 feet to a point at other lands of Metropolitan Edison Company; thence Eastwardly along same 100 feet to a fifteen foot wide alley; thence along said alley Southwardly 40 feet to a point, at the intersection of said Power Street and other lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company Westwardly 100 feet to Smith Street and the point of beginning; said tract or parcel of land having a frontage of 40 feet on said Smith Street and a depth of equal width, as aforesaid, to said fifteen feet wide alley.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The First National Bank of York, York, Pennsylvania, Executor of the Estate of George A. Wagman, deceased, First National Bank & Trust Company of Red Lion, Pennsylvania, Trustee of the Estate of Frederick M. Wagman, and Sadie Wagman, widow, by deed dated July 14, 1953, and recorded on September 15, 1953, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 37-R, page 549.

PARCEL NUMBER FIFTEEN

RIGHT OF WAY

ALL THAT CERTAIN triangular 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, said monument being in the Northerly boundary line and distant 16.5 feet measured perpendicularly from the center line of Township Road, Route No. 488, linking Royalton and Falmouth and in the Westerly line of lands now or formerly of Metropolitan Edison Company; thence along the Northerly boundary line of Township Road, Route No. 488, North 43 degrees 42 minutes West 77.48 feet to a monument; thence along lands now or formerly of Lillie K. Geyer, widow, North 47 degrees 18 minutes East 123.03 feet to a monument in the Westerly line of lands now or formerly of Metropolitan Edison Company; thence along said lands now or formerly of Metropolitan Edison Company South 14 degrees 49 minutes West 144.04 feet to the monument, the place of beginning. Containing 4753 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lillie K. Geyer, widow, by deed dated August 24, 1953, and recorded on August 24, 1953, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book P, Vol. 37, page 157.

PARCEL NUMBER SIXTEEN

RIGHT OF WAY

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

BEGINNING at a monument, said monument being distant 109.11 feet measured along a line having a bearing of South 19 degrees 50 minutes West from an iron pin, a corner of lands now or formerly of Clarence J. High and in line of lands now or formerly of Harry Burkhart and the Southerly boundary line of Adamstown Borough, said iron pin being also a corner of lands now or formerly of Richard Burkhart, about to be conveyed to Pennsylvania Power & Light Company; thence along lands now or formerly of Richard Burkhart, about to be conveyed to Pennsylvania Power & Light Company,

South 62 degrees 45 minutes East 382.90 feet to a monument in line of lands now or formerly of Selmer C. Kramer; thence along lands now or formerly of Selmer C. Kramer South 60 degrees 18 minutes West 76.90 feet to a monument, a corner of lands now or formerly of Clarence J. High; thence along lands now or formerly of Clarence J. High North 58 degrees 38 minutes West 336.6 feet to a monument; thence still along lands now or formerly of Clarence J. High North 19 degrees 50 minutes East 60.61 feet to the monument, the place of beginning. Containing 0.437 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Richard Burkhart and Alverta J. Burkhart, his wife, by deed dated August 6, 1953, and recorded on August 10, 1953, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, in Deed Book U, Vol. 42, page 451.

PARCEL NUMBER SEVENTEEN

RIGHT OF WAY

*Tract No. 1*

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

BEGINNING at a true point of beginning, the location of which is ascertained as follows: Beginning in the center line of the right of way of Cornwall Railroad Company at the intersection of said center line and the center line of a culvert which carries Chickasalunga Creek across said right of way; thence along said center line of said right of way South 63 degrees 49 minutes West 328.10 feet; thence North 26 degrees 11 minutes West 40 feet to a monument, said true point of beginning; thence partly along the line of land now or formerly of the Pennsylvania State Game Commission and partly along the line of land now or formerly of Paul H. Rhoads South 80 degrees 59 minutes West 5853.80 feet; thence North 74 degrees 33 minutes East 6990.0 feet; thence North 64 degrees 22 minutes East 1896.0 feet to a point in the Northwesterly line of said right of way of Cornwall Railroad Company; thence along said Northwesterly line of said right of way the following four courses and distances, namely: (1) Southwestwardly, by a curve to the right the radius of which is 417.98 feet and the chord of which bears South 17 degrees 42 minutes West 526.10 feet, 568.40 feet; (2) South 56 degrees 40 minutes West 72.10 feet; (3) South 26

degrees 11 minutes East 19.10 feet; and (4) South 63 degrees 49 minutes West 2735.50 feet to said true point of beginning. Containing 75.86 acres, more or less.

*Tract No. 2*

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

BEGINNING at a true point of beginning, the location of which is ascertained as follows: Beginning in the center line of the right of way of Cornwall Railroad Company at the intersection of said center line and the center line of a culvert which carries Chickasalunga Creek across said right of way; thence along said center line of said right of way North 63 degrees 49 minutes East 3413.0 feet; thence North 26 degrees 11 minutes West 60 feet to an iron post in the Northwesterly line of said right of way, said true point of beginning; thence along said Northwesterly line of said right of way the following four courses and distances, namely: (1) South 86 degrees 50 minutes West 165.50 feet; (2) South 63 degrees 49 minutes West 110.50 feet; (3) Northwestwardly, by a curve to the right the radius of which is 398.97 feet and the chord of which bears North 61 degrees 49 minutes West 332.20 feet, 339.12 feet; and (4) Northwestwardly, by a curve to the right the radius of which is 417.98 feet and the chord of which bears North 33 degrees 47 minutes West 54 feet, 54.70 feet; thence North 64 degrees 22 minutes East 3343.90 feet to a point in said Northwesterly line of said right of way of the Cornwall Railroad Company; thence along said Northwesterly line of said right of way the following four courses and distances, namely: (1) Southwestwardly, by a curve to the right the radius of which is 1392.70 feet and the chord of which bears South 42 degrees 18 minutes West 1022.80 feet, 1044.70 feet; (2) South 63 degrees 49 minutes West 1374.50 feet; (3) North 80 degrees 06 minutes West 33.90 feet; and (4) South 63 degrees 49 minutes West 529.70 feet to said true point of beginning. Containing 25.94 acres, more or less.

*Tract No. 3*

ALL THAT CERTAIN tract or parcel of land situate partly in the Borough of Cornwall and partly in the Township of South Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Southeasterly line of the right of way of the Cornwall Railroad Company at the Southwesterly corner of a tract of land now or formerly of Mary E. C. Gerdes; thence along the line of said tract of land the following two courses and distances, namely: (1) South 58 degrees 18 minutes East 1295.90 feet to a point in the boundary line between said Borough of Cornwall and said Township of South Lebanon and (2) South 42 degrees 27 minutes East 452.0 feet, more or less, to a corner of land now or formerly of Alice R. Westenberger; thence South 64 degrees 22 minutes West 2008.20 feet to a point in said Southeasterly line of said right of way; thence along said Southeasterly line of said right of way the following four courses and distances, namely: (1) Northeastwardly, by a curve to the left the radius of which is 1472.30 feet and the chord of which bears North 21 degrees 46 minutes East 609.0 feet, more or less, 612.80 feet; (2) North 9 degrees 50 minutes East 845.70 feet; (3) Northeastwardly, by a curve to the left the radius of which is 1950.0 feet, more or less, and the chord of which bears North 2 degrees 43 minutes East 484.0 feet, more or less, 484.90 feet; and (4) North 84 degrees 58 minutes East 10.0 feet to the point or place of beginning. Containing 33.87 acres, more or less.

TOGETHER with the non-exclusive right of ingress, egress and regress to and from the above described three tracts or parcels of land over other lands of Bethlehem-Cuba Iron Mines Company along existing roads to the nearest public road; reserving, however, to Bethlehem-Cuba Iron Mines Company, its successors and assigns, the right from time to time and at any time to relocate said roads.

SUBJECT, as to a portion of the above described three tracts or parcels of land, to the easement of the private roadway (which the owner of the above described three tracts or parcels of land also has the right to use) leading to Pennsylvania State Highway Route No. 322, all as more fully set forth in an Indenture dated July 27, 1949, and duly recorded in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Bethlehem-Cuba Iron Mines Company, by deed dated April 28, 1954, and recorded on April 28, 1954, in the said Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book J, Volume 9, page 653.

## 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 V.

### 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,

[CORPORATE SEAL]

By /s/ E. O. DREAS  
E. O. Dreas, Vice President.

Attest:

/s/ E. L. BARTH  
E. L. Barth, Secretary.

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

/s/ H. H. HINDS, JR.  
H. H. Hinds, Jr.

/s/ E. McMICHAEL  
E. McMichael

GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL]

By /s/ H. E. TWYEFFORT  
H. E. Twyeffort, Trust Officer.

Attest:

/s/ W. W. MERKER  
W. W. Merker, Assistant Secretary.

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

/s/ H. H. HINDS, JR.  
H. H. Hinds, Jr.

/s/ E. McMICHAEL  
E. McMichael

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

On the 6th day of October, 1954, 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.

/s/ E. L. BARTH  
 E. L. Barth, Secretary.

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

[NOTARIAL SEAL]

/s/ WALTER J. GRIMES  
 WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Term Expires March 30, 1956

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

On the 6th day of October, 1954, 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.

/s/ W. W. MERKER  
 W. W. Merker, Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid.  
 I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

/s/ WALTER J. GRIMES

WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Term Expires March 30, 1956

[NOTARIAL SEAL]

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

No. 37932

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 6 day of October 1954.

FEE PAID 50¢

[SEAL]

ARCHIBALD R. WATSON

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

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*  
E. O. Dreas, Vice President.

Attest:

*E. L. Barth*  
E. L. Barth, Secretary.

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

*H. H. Hinds, Jr.*  
H. H. Hinds, Jr.  
*E. McMichael*  
E. McMichael

GUARANTY TRUST COMPANY OF NEW YORK,

By

*H. E. Twyeffort*  
H. E. Twyeffort, Trust Officer.

Attest:

*W. W. Merker*  
W. W. Merker, Assistant Secretary.

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

*H. H. Hinds, Jr.*  
H. H. Hinds, Jr.  
*E. McMichael*  
E. McMichael

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

On the 6th day of October, 1954, 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.



WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Term Expires March 30, 1956

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

On the 6th day of October, 1954, 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.

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

No. 37937 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. BRIMES**

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 6 day of Oct 1954

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 6th day of October, 1954, 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.

  
 W. W. Merker, 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.

  
 WALTER J. GRIMES  
 Notary Public, State of New York  
 No. 30-6674750  
 Qualified in Nassau County  
 Certificate filed in New York County  
 Term Expires March 30, 1956