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

INTERSTATE COMMERCE COMMISSION

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

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

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

No. **0-120A124**

Date **APR 29 1980**

Fee \$ **300.00**

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

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

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

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

J. S. Bartman
J. S. Bartman
Vice President

kz
Enclosures

*Countersigned for J. S. Bartman
Metropolitan Edison Company
4/1/80*

11737 *H*
RECORDATION NO. Filed 1425
APR 29 1980 - 1 45 PM
INTRA-STATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) May 1, 1960 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

Rita M. Powers

Notary Public

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



[CONFORMED COPY]

RECORDATION NO. 11737 Filed 1425

APR 29 1980 .1 45 PM

METROPOLITAN EDISON COMPANY INTERSTATE COMMERCE COMMISSION

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated May 1, 1960

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

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER,
Trust Officer.

THIS SUPPLEMENTAL INDENTURE, made the first day of May, 1960, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN 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 Guaranty Trust Company of New York, as 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, July 1, 1954, October 1, 1954 and June 1, 1957, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; 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 tenth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 5% Series due 1990" (hereinafter sometimes referred to as the "bonds of the 1990 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 execu-

tion and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

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

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

ARTICLE I.

CREATION OF FIRST MORTGAGE BONDS, 5% SERIES DUE 1990, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the tenth 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, 5% Series due 1990". All coupon bonds of the 1990 Series shall be dated May 1, 1960. All fully registered bonds of the 1990 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1990 Series shall be payable on May 1, 1990, 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 five per centum (5%) per annum, payable semi-annually on May 1 and November 1 of each year, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise,

and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1990 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 1990 Series shall be issuable in the form of coupon bonds registrable as to principal and in the form of fully registered bonds. Coupon bonds of the 1990 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1990 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 1990 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 1990 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 1990 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 1990 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning May 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning May 1	Regular Redemption Prices	Lower Scale Redemption Prices
1960	105.78%	100.78%	1975	102.80%	100.53%
1961	105.59	100.77	1976	102.60	100.51
1962	105.39	100.76	1977	102.40	100.48
1963	105.19	100.75	1978	102.20	100.45
1964	104.99	100.73	1979	102.00	100.43
1965	104.79	100.72	1980	101.80	100.40
1966	104.59	100.70	1981	101.60	100.36
1967	104.39	100.69	1982	101.40	100.33
1968	104.19	100.67	1983	101.20	100.30
1969	103.99	100.65	1984	101.00	100.26
1970	103.79	100.64	1985	100.80	100.22
1971	103.59	100.62	1986	100.60	100.18
1972	103.39	100.60	1987	100.40	100.14
1973	103.19	100.58	1988	100.20	100.10
1974	102.99	100.55	1989	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 1990 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. Bonds of the 1990 Series for the aggregate principal amount of Fifteen million dollars (\$15,000,000), being the initial issue of bonds of the 1990 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 3. So long as any of the bonds of the 1990 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 4. So long as any of the bonds of the 1990 Series shall be secured by the lien of the Mortgage, clause (A) (II) of

Section 1.06 of the Original Indenture shall be deemed to be amended to read as follows:

“(II) The operating expenses of the Company, specifying the principal divisions thereof (including taxes—other than income, excess profits and other taxes measured by or dependent on net taxable income—assessments, rentals, insurance, actual charges for current repairs and maintenance, and an amount equal to the greater of (a) the minimum provision for depreciation computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952 or (b) the provision made on the Company’s books of account in respect of depreciation, but excluding interest and sinking fund charges on bonds issued hereunder and on prior lien bonds and excluding any charges to income for the amortization of utility plant account or amounts transferred therefrom); provided that (except as provided in clause B of this Section) there shall be excluded in arriving at the amount to be stated pursuant to this clause (II) all expenses and charges arising from the operation of any business unit of the Company not owned by the Company or not subject to the lien of this Indenture at the time of the making of such net earnings certificate or at the time of the granting of the application in connection with which such net earnings certificate is delivered to the Trustee, and all expenses and charges properly classifiable as non-operating expenses or charges; and”

SECTION 5. So long as any of the bonds of the 1990 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 1990 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 1990 Series shall be secured by the lien of the Mortgage, the Company covenants and agrees that if and when it shall (1) cause the Trustee to authenticate and deliver additional bonds pursuant to the provisions of Section 4.03 of the Original Indenture against property additions which are subject to a prior lien, or (2) make application to the Trustee for the withdrawal, on the basis of such property additions, of cash which was the basis for the authentication and delivery of bonds under Section 4.06 of the Original Indenture, it will, to the extent permitted by the terms of the instrument creating such prior lien, the terms of the Mortgage and applicable law and regulations, cause (a) to be issued against such property additions, in accordance with the terms of the instrument creating such prior lien, a principal amount of prior lien bonds not theretofore issued at least equal to the principal amount of additional bonds so to be issued under the Mortgage, or the amount of cash so to be withdrawn, against such property additions 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 such property additions.

ARTICLE II.

FORM OF THE BONDS OF THE 1990 SERIES.

The form of the bonds of the 1990 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 1990 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$1000

5% Series due 1990

No.....

DUE MAY 1, 1990

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, One Thousand Dollars (\$1,000) on May 1, 1990, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from May 1, 1960, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of five per centum (5%) per annum, payable semi-annually on May 1 and November 1 of each year, beginning November 1, 1960, 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, 5% Series due 1990 (hereinafter referred to as

“bonds of the 1990 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, October 1, 1954, June 1, 1957 and May 1, 1960 called the “Mortgage”), executed by the Company to Guaranty Trust Company of New York (now Morgan 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 1990 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1990 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 pay-

ment 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 1990 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 1990 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 1990 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 1990 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 Morgan 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 Morgan 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 of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

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

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed

hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer or one of its Assistant Treasurers to be attached hereto.

Dated: May 1, 1960.

METROPOLITAN EDISON COMPANY,

By.....

President.

Attest:

.....

Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1990 SERIES]

\$25.00

No.....

On , , 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, the amount shown hereon (being six months' interest then due on said bond) 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, 5% Series due 1990, No. . This coupon shall be treated as negotiable.

.....

Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1990 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$.....

5% Series due 1990

No.....

DUE MAY 1, 1990

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to or regis-

tered assigns, Dollars on May 1, 1990, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on May 1 and November 1 of each year, at the rate of five per centum (5%) 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, 5% Series due 1990 (hereinafter referred to as "bonds of the 1990 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, October 1, 1954, June 1, 1957 and May 1, 1960, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan 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 1990 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1990 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 1990 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 Mort-

gage (provided, however, that if all the bonds of the 1990 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 1990 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 1990 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 Morgan 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 Morgan 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 Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

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

Dated:

METROPOLITAN EDISON COMPANY,

By

Attest:

President.

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BONDS OF THE 1990 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

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

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE

By

Authorized Officer.

ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto Morgan 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
FRANKLIN SUBSTATION SITE

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

BEGINNING at a monument in the northerly boundary line of a 60 foot wide road known as Pennsylvania Highway No. 116 linking Fairfield and Gettysburg, said monument being the southeasterly corner of property now or formerly of Louis Spadafora and being 30 feet from and measured perpendicular to the center line of said Pennsylvania Highway No. 116, said monument being also 624.90 feet measured along the said northerly boundary line of Pennsylvania Highway No. 116 in a northeasterly direction from the center line of a stone culvert marked in field as station 108+00; thence along said lands now or formerly of Louis Spadafora North 6 degrees 41 minutes West a distance of 200 feet to a monument; thence along lands now or formerly of Albert I. Kimple the following two (2) courses and distances, namely: (1) North 75 degrees 30 minutes East a distance of 200 feet to a monument; (2) South 6 degrees 41 minutes East a distance of 200 feet to a monument in the said northerly boundary line of Pennsyl-

vania Highway No. 116; thence along the said northerly boundary line of Pennsylvania Highway No. 116 South 75 degrees 30 minutes West a distance of 200 feet to a monument, the place of beginning. Containing 0.91 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Albert I. Kimple, widower, by deed dated May 12, 1959, and recorded May 12, 1959, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 225, page 115.

PARCEL NUMBER TWO
SEVEN STARS SUBSTATION SITE

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

BEGINNING at a monument in the northerly boundary line of a 60 foot wide public road known as U. S. Route No. 30 linking Gettysburg and Chambersburg, said monument being 30 feet measured perpendicular to the center line of said U. S. Route No. 30 and 3,168 feet measured along the said center line of U. S. Route No. 30 in a southeasterly direction from the intersection of said center line of U. S. Route No. 30 and the center line of a public township road leading to Knoxlyn, known as Legislative Route No. 01002; thence along lands now or formerly of E. L. Adams North 30 degrees 55 minutes East a distance of 200 feet to a monument; thence still along said lands now or formerly of E. L. Adams North 58 degrees 15 minutes West a distance of 116.20 feet to a monument in line of lands now or formerly of Katherine Basehoar; thence along said lands now or formerly of Katherine Basehoar North 21 degrees 45 minutes East a distance of 561.96 feet to a monument in the southerly boundary line of the Western Maryland Railroad; thence along the southerly boundary line of the said Western Maryland Railroad 33 feet from, parallel and concentric to the center line of said Western Maryland Railroad by a line curving to the right having a radius of 5,727.376 feet a chord bearing of South 62 degrees 47 minutes 10 seconds East and distance of 406.52 feet a distance along the curve of 406.544 feet to a monument a corner of lands now or formerly of J. Rush Hamsher; thence along said lands now or formerly of J. Rush Hamsher South 30 degrees 55 minutes West a distance of 585.62 feet to a monument; thence along lands now or formerly of Joseph C. Rich and lands now

or formerly of Florence Rummel North 58 degrees 15 minutes West a distance of 120 feet to a monument; thence still along lands now or formerly of the said Florence Rummel South 30 degrees 55 minutes West a distance of 200 feet to a monument in the aforesaid northerly boundary line of U. S. Route No. 30; thence along the said northerly boundary line of U. S. Route No. 30 North 58 degrees 15 minutes West a distance of 80 feet to the monument, the place of beginning. Containing 5.112 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Leonard M. Shealer and Noreen P. Shealer, his wife, by deed dated September 4, 1957, and recorded September 4, 1957, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 219, page 57.

PARCEL NUMBER THREE

STRABAN SUBSTATION SITE

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

BEGINNING at a nail marking the intersection of the center line of a 50 foot wide road known as U. S. Route No. 15 linking Gettysburg and Heidlersburg and the center line of a public road known as Township Route No. 341 linking U. S. Route No. 30 and Legislative Route No. 01006; thence along the center line of the said public Township Route No. 341 North 66 degrees 15 minutes West a distance of 303.87 feet to a point a corner of lands now or formerly of Glen A. Slaybaugh Sr.; thence along said lands now or formerly of Glen A. Slaybaugh Sr. and passing through a concrete monument distant 16.71 feet from the last described point North 32 degrees 54 minutes East a distance of 154.84 feet to a monument; thence along lands now or formerly of Hugh C. McIlhenny South 57 degrees 6 minutes East a distance of 300 feet to a nail in the center line of said U. S. Route No. 15, the last described line passing through a concrete monument distant 25 feet from the said nail in the center line of U. S. Route No. 15; thence along the said center line of U. S. Route No. 15 South 32 degrees 54 minutes West a distance of 106.50 feet to the nail, the place of beginning. Containing 0.900 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Hugh C. McIlhenny, Executor of the last Will of Emma Cobean McIlhenny, deceased, et al. by deed dated September

3, 1959, and recorded September 3, 1959, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book Vol. 226, page 304.

PARCEL NUMBER FOUR

GETTYSBURG SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Gettysburg, Adams County, Pennsylvania, as shown on a map or plan of lots as laid out for Mary C. and Clyde D. Berger under date of October 14, 1936, by LeRoy H. Winebrenner, County Surveyor, and recorded in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Miscellaneous Docket L, page 359, bounded and described as follows, to wit:

BEGINNING at a point in the northerly boundary line of Breckenridge Street said point being the intersection of the westerly boundary line of a 12 foot wide alley, as shown on the above mentioned map or plan, and the northerly boundary line of said Breckenridge Street and being also 162 feet measured in a westerly direction along the said northerly boundary line of Breckenridge Street from an iron pin, the intersection of the said northerly boundary line of Breckenridge Street and the westerly boundary line of Franklin Street; thence along the northerly boundary line of Breckenridge Street in a westerly direction and along the southerly line of lots 43, 44 and 45, forming an interior angle of 90 degrees with the said westerly boundary line of the 12 foot wide alley a distance of 75 feet to a point the southwest corner of lot 45; thence along the westerly line of lot 45 in a northerly direction, forming an interior angle of 90 degrees with the last described line, a distance of 120 feet to a monument in the northerly boundary line of a 12 foot wide alley, as shown on the above mentioned map or plan and in line of land now or formerly of Metropolitan Edison Company; thence along the said northerly boundary line of the 12 foot wide alley and along said land now or formerly of Metropolitan Edison Company in an easterly direction, forming an interior angle of 90 degrees with the last described line, a distance of 75 feet to a point in the westerly boundary line of the first mentioned 12 foot wide alley; thence along the westerly boundary line of the first mentioned 12 foot wide alley and along the easterly line of lot 43 in a southerly direction, forming an interior angle of 90 degrees with the last described line, a distance of 120

feet to the point, the place of beginning. Containing 9,000 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by George W. Olinger and Mae Elizabeth Olinger, his wife, by deed dated January 30, 1958, and recorded January 30, 1958, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 220, page 349.

PARCEL NUMBER FIVE
MOUNT JOY SUBSTATION SITE

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

BEGINNING at a monument in the northerly boundary line of a 50 foot wide public road known as U. S. Route No. 140 linking Gettysburg and Littlestown, said monument being 25 feet measured perpendicularly from the center line of said U.S. Route No. 140 and being also a corner of lands now or formerly of Harry W. Reed; thence along the said northerly boundary line of U. S. Route No. 140 parallel and distant 25 feet from the center line, North 52 degrees 15 minutes West a distance of 150 feet to a monument; thence along lands now or formerly of Wilson C. Clapsaddle the following two (2) courses and distances, namely: (1) North 38 degrees 15 minutes East a distance of 200 feet to a monument, (2) South 52 degrees 15 minutes East a distance of 150 feet to a monument in line of lands now or formerly of the said Harry W. Reed; thence along said lands now or formerly of Harry W. Reed South 38 degrees 15 minutes West a distance of 200 feet to the monument, the place of beginning. Containing 0.689 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Wilson C. Clapsaddle and Anna Clapsaddle, his wife, by deed dated June 6, 1958, and recorded June 6, 1958, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 221, page 410.

PARCEL NUMBER SIX
BELLEVUE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the westerly side of U. S. Route No. 122

between the Pennsylvania Railroad and Bellevue Avenue (also known as Pennsylvania State Highway Legislative Route No. 06114) in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the westerly required right of way line of U. S. Route No. 122, said point being South 0 degrees 20 minutes West a distance of 200 feet from the southerly end of a curve having a radius of 15 feet at the intersection of U. S. Route No. 122 and Bellevue Avenue; thence extending along the said westerly required right of way line of U. S. Route No. 122 South 0 degrees 20 minutes West a distance of 194.97 feet to a point on the westerly required right of way line of U. S. Route No. 122 at its intersection with the northerly right of way line of the Pennsylvania Railroad; thence extending along the northerly right of way line of the Pennsylvania Railroad the two (2) following courses and distances, namely: (1) leaving the westerly required right of way line of U. S. Route No. 122 South 52 degrees 41 minutes 50 seconds West a distance of 88.86 feet to a point; (2) South 69 degrees 29 minutes West a distance of 24.05 feet to a point 1 foot East of the eastern boundary line of a 19 foot wide alley; thence extending parallel with and 1 foot East of the eastern boundary line of the 19 foot wide alley North 18 degrees 30 minutes West a distance of 69.22 feet to a point in line of land now or formerly of Stanley Good and Marilyn J. Good, his wife; thence extending along the same the two (2) following courses and distances, namely: (1) North 71 degrees 7 minutes East a distance of 9.81 feet to a point; (2) North 10 degrees 12 minutes West a distance of 161.30 feet to a point; thence extending along lands now or formerly of Morris Chaitt North 77 degrees 39 minutes 9 seconds East a distance of 138.79 feet to a point, the place of beginning. Containing 25761.33 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Morris Chaitt and Ella Chaitt, his wife, by deed dated August 16, 1957, and recorded August 16, 1957, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1273, page 271.

PARCEL NUMBER SEVEN

LORANE SUBSTATION SITE

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

BEGINNING at a monument in the southerly boundary line of a 50 foot wide street known as Broad Street in the Village of Lorane, said monument being 175 feet measured in a northwesterly direction along the said southerly boundary line of Broad Street from a stone monument a corner common to land now or formerly of Allen H. Levan and land now or formerly of Reading Company; thence leaving the southerly boundary line of Broad Street and extending along said land now or formerly of Allen H. Levan South 39 degrees 47 minutes West a distance of 77.11 feet to a monument in line of land now or formerly of Edge Hill Iron Company; thence extending along said land now or formerly of Edge Hill Iron Company and land now or formerly of Reading Company North 50 degrees 13 minutes West a distance of 156.95 feet to a monument in the easterly boundary line of a 20 foot wide right of way; thence extending along the said easterly boundary line of the 20 foot wide right of way North 0 degrees 13 minutes West a distance of 100.66 feet to a monument in the aforesaid southerly boundary line of Broad Street; thence extending along the said southerly boundary line of Broad Street South 50 degrees 31 minutes East a distance of 221.65 feet to the monument, the place of beginning. Containing 0.335 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Allen H. Levan and Grace E. Levan, his wife, by deed dated October 9, 1958, and recorded October 10, 1958, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1313, page 1.

PARCEL NUMBER EIGHT

ADDITION TO SOUTH READING SUBSTATION SITE

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

Tract No. 1

BEGINNING at a point, said point being located the two (2) following courses and distances from the southerly right of way of State Highway Route No. 147 and the property line of Metropolitan Edison Company, namely: (1) South 8 degrees 31 minutes East 366.08 feet to a corner; (2) South 53 degrees 56 minutes West 530.85 feet to a corner; thence along land of Metropolitan Edison Company and the former Schuylkill Navigation Company towpath the four (4) following courses and distances, namely: (1) South 6 degrees 50 minutes

West 197.40 feet to a corner; (2) South 10 degrees 13 minutes West 392.37 feet to a corner; (3) South 8 degrees 10 minutes West 88.56 feet to a corner; (4) South 22 degrees 59 minutes West 28 feet to a corner; thence crossing the towpath of the former Schuylkill Navigation Company in a westerly direction along land of Pennsylvania Railroad 16.50 feet, more or less, to a corner on the left bank of the Schuylkill River; thence along the left bank of the Schuylkill River in a northerly direction by various courses and a total distance of 706 feet, more or less, to a corner; thence crossing the towpath of the former Schuylkill Navigation Company in an easterly direction 16.50 feet, more or less, to the first mentioned point, the place of beginning. Containing 0.27 acre, more or less.

Tract No. 2

BEGINNING at a point, said point being at the intersection of the western property line of Metropolitan Edison Company and the southern property line of Pennsylvania Railroad; thence along line of land of Metropolitan Edison Company and the former Schuylkill Navigation Company towpath the three (3) following courses and distances, namely: (1) South 22 degrees 59 minutes West 75 feet to a corner; (2) South 6 degrees 49 minutes West 251.40 feet to a corner; (3) South 16 degrees 02 minutes West 139.03 feet to a corner; thence crossing the towpath of the former Schuylkill Navigation Company in a westerly direction along line of lands of Reading Railroad 16.50 feet, more or less, to a corner on the left bank of the Schuylkill River; thence along the left bank of the Schuylkill River in a northerly direction by various courses and a total distance of 465 feet, more or less, to a corner; thence crossing the towpath of the former Schuylkill Navigation Company in an easterly direction along line of lands of Pennsylvania Railroad 16.50 feet, more or less, to the first mentioned point, the place of beginning. Containing 0.17 acre, more or less.

Tract No. 3

BEGINNING at a point, said point being at the intersection of the western property line of Metropolitan Edison Company and the southern property line of Reading Railroad; thence along line of land of Metropolitan Edison Company and the former Schuylkill Navigation Company towpath the eleven (11) following courses and distances, namely: (1) South 10 degrees 11 minutes West 26 feet to a corner; (2) South 30 degrees 01 minute West 146.07 feet to a corner; (3) South 49 degrees 50 minutes West 120.25 feet to a corner; (4) South 69 degrees 08 minutes West 239.06 feet to a

corner; (5) South 54 degrees 07 minutes West 88.10 feet to a corner; (6) South 38 degrees 31 minutes West 53.32 feet to a corner; (7) South 12 degrees 15 minutes West 69.10 feet to a corner; (8) South 36 degrees 49 minutes East 209.75 feet to a corner; (9) South 22 degrees 44 minutes East 230.77 feet to a corner; (10) South 28 degrees 32 minutes East 149.48 feet to a corner; (11) South 29 degrees 44 minutes East 227.73 feet to a corner, a monument; thence crossing the former Schuylkill Navigation Company towpath in a westerly direction 16.50 feet, more or less, to a corner on the left bank of the Schuylkill River; thence along the left bank of the Schuylkill River in a northerly direction by various courses and a total distance of 1,559 feet, more or less, to a corner; thence crossing the towpath of the former Schuylkill Navigation Company in an easterly direction along line of land of Reading Railroad 16.50 feet, more or less, to the first mentioned point, the place of beginning. Containing .59 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by the Commonwealth of Pennsylvania, acting by and through the Water and Power Resources Board of the Department of Forests and Waters, by deed dated March 4, 1958, and recorded July 9, 1958, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1299, page 516.

Tract No. 4

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

BEGINNING at a point in the easterly right of way line of the main line of the Reading Company railroad, said point being distant 55 feet radially in an easterly direction from the original center line of said railroad, said point also being distant 4,270 feet, more or less, North of Klapperthal Junction; thence through land of Reading Company by a curve to the right, concentric with and 55 feet distant from said original center line, having a radius of 1,377.69 feet, an arc length of 75.01 feet, a chord bearing of North 14 degrees 10 minutes West and a chord distance of 75 feet to a point; thence North 33 degrees 59 minutes East, continuing through land of Reading Company, 290.62 feet to a point in line dividing land of Reading Company from land of Metropolitan Edison Company; thence along said dividing line the two (2) following courses and distances, namely:

(1) South 11 degrees 30 minutes East a distance of 188 feet to a point; and (2) South 54 degrees 30 minutes West a distance of 223 feet to a point, the place of beginning. Containing 0.626 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Company by deed dated August 5, 1958, and recorded September 18, 1958, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1311, page 9.

PARCEL NUMBER NINE

RIGHT OF WAY

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

BEGINNING at a point in the center line of Legislative Route No. 160 linking Reading and Pottsville, said point being the northwesterly corner of lands now or formerly of Laureldale Cemetery Company and in line of lands now or formerly of Albert M. Ebersole; thence along the center line of said Legislative Route No. 160 and along lands now or formerly of Albert M. Ebersole North 5 degrees 45 minutes West a distance of 242.9 feet to a point; thence along lands now or formerly of William B. Hartman, single man, and Emma B. Hartman, single woman, North 65 degrees 30 minutes East a distance of 1702.2 feet, more or less, to a point in the westerly right of way line of the Pennsylvania Railroad; thence along the said westerly right of way line of the Pennsylvania Railroad South 28 degrees 15 minutes East a distance of 230.5 feet to a point and corner of lands now or formerly of the Laureldale Cemetery Company; thence along said lands now or formerly of the Laureldale Cemetery Company South 65 degrees 30 minutes West a distance of 1795.3 feet, more or less, to the point, the place of beginning.

Subject to a certain right of way heretofore conveyed to Tuscarora Oil Co., Ltd. by instrument recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Miscellaneous Book 176, page 571.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Ernest L. Barth and Elsie W. Barth, his wife, by deed dated July 18, 1957, and recorded July 20, 1957, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1270, page 463.

PARCEL NUMBER TEN

RIGHT OF WAY

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

BEGINNING at a point where the center line of Old Wyomissing Road, 33 feet wide, meets the northeasterly line of land of Reading Company; extending from said beginning point the following six (6) courses and distances, the first three (3) thereof being along lines of said land of Reading Company, namely: (1) North 29 degrees 34 minutes West 175 feet to a point; (2) North 60 degrees 26 minutes East 10 feet to a point; (3) North 29 degrees 34 minutes West 109.80 feet to a monument, a corner of land of Metropolitan Edison Company; (4) North 49 degrees 41 minutes East, along the southeasterly line of said land of Metropolitan Edison Company, 216.31 feet to a monument within the lines of Wyomissing Creek, at another corner of said last mentioned land, distant 75 feet westwardly radially from the center line of railroad (between the two main tracks thereof) of The Pennsylvania Railroad Company known as the Schuylkill Branch; (5) southwardly, by land of The Pennsylvania Railroad Company on a curve to the left having a central angle of 31 degrees 49 minutes 26 seconds, a radius of 785.84 feet, the chord of which bears South 20 degrees 25 minutes 40 seconds East for a length of 430.90 feet, the arc distance of 436.48 feet to a point in said center line of Old Wyomissing Road distant 60 feet southwestwardly, radially from said center line of railroad; and (6) North 86 degrees 30 minutes West along said center line of Old Wyomissing Road 183.85 feet to the place of beginning. Containing 1.33 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company by deed dated February 24, 1959, and recorded March 10, 1959, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1324, page 308.

PARCEL NUMBER ELEVEN

BARNITZ SUBSTATION SITE

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

BEGINNING at a monument in the northerly line of a public road, Legislative Route 21008 linking State Route No. 34 and Barnitz, said monument being 16.5 feet measured perpendicular to the center line of said Legislative Route 21008 and being 339.60 feet measured along the said northerly boundary line of Legislative Route 21008 in a southwesterly direction from the intersection of the said northerly boundary line of Legislative Route 21008 and the center line of State Route No. 34; thence along the said northerly boundary line of Legislative Route 21008 South 61 degrees 15 minutes West a distance of 130.46 feet to a monument in line of lands now or formerly of Leo G. Tanger; thence along lands now or formerly of Leo G. Tanger North 49 degrees 30 minutes West a distance of 136.36 feet to a monument; thence along lands now or formerly of Richard Stone, Jr. the following two (2) courses and distances, namely: (1) North 63 degrees 37 minutes 20 seconds East a distance of 180.50 feet to a monument; (2) South 28 degrees 00 minutes East a distance of 120.00 feet to the monument, the place of beginning. Containing 0.44 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pearl V. Pensinger, widow, and Paul D. Pensinger and Mary H. Pensinger, his wife, by deed dated November 27, 1957, and recorded November 29, 1957, in the Office for the Recording of Deeds in and for Cumberland County, Pennsylvania, in Deed Book D, Vol. 18, page 505.

PARCEL NUMBER TWELVE

MOUNTAIN SUBSTATION SITE

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

BEGINNING at a rail monument in the easterly boundary line of a public township road linking Mount Holly Springs and Mount Zion, said rail monument being 16.5 feet measured perpendicular to the center line of said public township road and being also 246.03 feet measured in a southwesterly direction along the center line of said public township road from the center line of the Philadelphia, Harrisburg and Pittsburgh Railroad Company bridge No. 32B (21/17) crossing said public township road; thence along the southerly boundary line of lands of Philadelphia, Harrisburg and Pittsburgh Rail-

road Company the following two (2) courses and distances, namely: (1) North 89 degrees 53 minutes East a distance of 752.86 feet to a rail monument; (2) South 67 degrees 54 minutes 10 seconds East a distance of 136.02 feet to a concrete monument; thence along lands now or formerly of Watson S. Kline, of which the herein described premises was formerly a part, the following two (2) courses and distances, namely: (1) South 21 degrees 19 minutes West a distance of 798.63 feet to a concrete monument; (2) North 72 degrees 13 minutes 50 seconds West a distance of 835.24 feet to a concrete monument in the easterly boundary line of the aforementioned public township road linking Mount Holly Springs and Mount Zion; thence along the easterly boundary line of the said public township road North 21 degrees East a distance of 577.05 feet to the rail monument, the place of beginning. Containing 13.64 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Watson S. Kline and Catherine F. Kline, his wife, by deed dated November 20, 1957, and recorded November 20, 1957, in the Office for the Recording of Deeds in and for Cumberland County, Pennsylvania, in Deed Book D, Vol. 18, page 354.

PARCEL NUMBER THIRTEEN

RIGHT OF WAY

ALL THAT CERTAIN strip, tract or parcel of land 125 feet in width situate in the Township of Derry, Dauphin County, Pennsylvania, and being the westerly half of an original 250 foot wide strip of land, said 125 foot wide strip being bounded and described as follows, to wit:

BEGINNING at a point in the center line of said original 250 foot wide strip and in the division line between land now or formerly of Ammon Garver, et ux. and land of which the herein described parcel is a part; thence along said division line North 70 degrees 53 minutes West a distance of 126.11 feet; thence along the westerly side of said original 250 foot wide strip North 11 degrees 32 minutes East a distance of 860.97 feet to land now or formerly of Edward Stover; thence along land now or formerly of Edward Stover North 89 degrees 47 minutes East a distance of 127.67 feet to the center line first above mentioned; thence along said center line South 11 degrees 32 minutes West a distance of 903.65 feet to the place of beginning. Containing 2.532 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pennsylvania Power & Light Company by deed dated October 6, 1959, and recorded October 24, 1959, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book B, Vol. 45, page 501.

PARCEL NUMBER FOURTEEN

BACHMANSVILLE SUBSTATION SITE

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

BEGINNING at a monument, said monument being the intersection of the easterly boundary line of a 33 foot wide road known as Legislative Route No. 38034 linking Bachmansville and Pennsylvania Traffic Route No. 241 and the northerly boundary line of Pennsylvania Traffic Route No. 341, a 50 foot wide road linking Deodate and Upper Lawn; thence along the said easterly boundary line of Legislative Route No. 38034, parallel and 16.5 feet from the center line of said Legislative Route No. 38034, North 13 degrees 36 minutes West a distance of 152 feet to a monument; thence along lands now or formerly of Phares G. Haldeman the following two (2) courses and distances, namely: (1) North 76 degrees 24 minutes East a distance of 100 feet to a monument; (2) South 6 degrees 49 minutes East a distance of 152.69 feet to a monument in the northerly boundary line of said Pennsylvania Traffic Route No. 341; thence along the said northerly boundary line of Pennsylvania Traffic Route No. 341 by a line curving to the left, 25 feet from, parallel and concentric to the center line of said Pennsylvania Traffic Route No. 341, having a radius of 327.895 feet a central angle of 14 degrees 22 minutes a chord bearing of South 76 degrees West and a distance of 82 feet, a distance along the arc of 82.22 feet to the monument, the place of beginning. Containing 0.318 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Phares G. Haldeman and Ada E. Haldeman, his wife, by deed dated September 17, 1958, and recorded September 17, 1958, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book X, Vol. 9, page 431.

PARCEL NUMBER FIFTEEN

CAMPBELLTOWN SUBSTATION SITE

Tract No. 1

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

BEGINNING at a monument in the easterly boundary line of a 40 foot wide public road known as Township Route 424 linking Palmyra and Campbelltown, said monument being distant 20 feet measured from and perpendicular to the center line of the said public Township Route 424 and being also in line of lands now or formerly of Harold B. Brandt; thence along the said easterly boundary line of Township Route 424 North 2 degrees 12 minutes East a distance of 200 feet to a monument; thence along lands now or formerly of Roy E. Alger the following two (2) courses and distances, namely: (1) South 87 degrees 48 minutes East a distance of 287 feet to a monument; (2) South 2 degrees 12 minutes West a distance of 204.12 feet to a monument in line of lands now or formerly of Harold B. Brandt; thence along lands now or formerly of Harold B. Brandt North 86 degrees 58 minutes 35.18 seconds West a distance of 287.03 feet to the monument, the place of beginning. Containing 1.331 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Roy E. Alger and Doris Mae Alger, his wife, by deed dated May 22, 1959, and recorded May 22, 1959, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book Z, Vol. 9, page 292.

Tract No. 2

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

BEGINNING at a monument in the easterly boundary line of a 40 foot wide public road known as Township Route 424 linking Palmyra and Campbelltown, said monument being distant 20 feet measured from and perpendicular to the center line of the said public Township Route 424 and being also in line of lands now or formerly of Roy E. Alger; thence along lands now or formerly of Roy E. Alger South 86

degrees 58 minutes 35.18 seconds East a distance of 287.03 feet to a monument; thence along lands now or formerly of Harold B. Brandt the following two (2) courses and distances, namely: (1) South 2 degrees 12 minutes West a distance of 95.88 feet to a monument; (2) North 87 degrees 48 minutes West a distance of 287 feet to a monument in the aforesaid easterly boundary line of Township Route 424; thence along the said easterly boundary line of Township Route 424 North 2 degrees 12 minutes East a distance of 100 feet to the monument, the place of beginning. Containing 0.645 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harold B. Brandt and Gladys M. Brandt, his wife, by deed dated August 19, 1959, and recorded August 19, 1959, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book B, Vol. 10, page 50.

PARCEL NUMBER SIXTEEN

ADDITION TO FIFTH AVENUE OUTDOOR SUBSTATION SITE

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

BEGINNING at a point where a northerly line of land of Metropolitan Edison Company meets the westerly line of Fifth Avenue, 60 feet wide, at the distance of 200.13 feet measured northwardly along said line of Fifth Avenue from the northerly line of Cumberland Street; extending from said beginning point the following six (6) courses and distances, the first three (3) thereof being along lines of land of Metropolitan Edison Company, namely: (1) South 81 degrees 35 minutes West a distance of 24 feet to a corner; (2) South 8 degrees 25 minutes East a distance of 16 feet to another corner; (3) North 83 degrees 30 minutes West a distance of 129.116 feet to a point distant 23 feet southwardly, at right angles from the center line of the southerly track of the railroad of The Pennsylvania Railroad Company known as the East Lebanon Branch; the following two (2) courses and distances being by remaining land of The Pennsylvania Railroad Company, parallel with and 23 feet southwardly at right angles and radially from said center line of track: (4) North 89 degrees 05 minutes East a distance of 47.60 feet to a point of curve; (5) eastwardly, on a curve to the left, having a radius of 978.48 feet

the chord of which bears North 86 degrees 46 minutes East a distance of 101.902 feet, an arc distance of 101.935 feet to said westerly line of Fifth Avenue; and (6) South 8 degrees 25 minutes East along the same a distance of 1.81 feet to the place of beginning. Containing 1241.45 square feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company by deed dated December 4, 1957, and recorded January 22, 1958, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book V, Vol. 9, page 369.

PARCEL NUMBER SEVENTEEN

RIGHT OF WAY

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

BEGINNING at a monument in the northerly boundary line of a 33 foot wide public road, U. S. Route 611, linking Easton and Portland, said monument being in the westerly line of lands now or formerly of Woodrow W. Reimer and 16.5 feet measured perpendicular to the center line of said U. S. Route 611, and being also 2640 feet measured along the center line of said U. S. Route 611 in a southwesterly direction from the center of the Delaware Lackawanna and Western Railroad bridge crossing said U. S. Route 611; thence along the said northerly boundary line of U. S. Route 611 the following three (3) courses and distances, namely: (1) South 47 degrees 28 minutes 24 seconds West a distance of 178 feet to a point; (2) North 42 degrees 31 minutes 36 seconds West a distance of 3.50 feet to a point; (3) South 47 degrees 28 minutes 24 seconds West a distance of 217.75 feet to a monument in line of lands now or formerly of Jeremiah Pipher; thence along said lands now or formerly of Jeremiah Pipher the following two (2) courses and distances, namely: (1) North 33 degrees 47 minutes 45 seconds West a distance of 614.27 feet to a monument; (2) North 59 degrees 12 minutes 38 seconds West a distance of 217.25 feet to a monument in the southerly boundary line of lands of Delaware Lackawanna and Western Railroad; thence along the said southerly boundary line of lands of Delaware Lackawanna and Western Railroad 30 feet from, parallel and concentric to the center line of said Delaware Lackawanna and Western Railroad the following two

(2) courses and distances, namely: (1) North 47 degrees 52 minutes East a distance of 422.43 feet to a concrete monument; (2) by a line curving to the right having a radius of 1909.85 feet, a chord bearing of North 52 degrees 26 minutes 45 seconds East a distance of 156.60 feet, a distance along the arc of 156.66 feet to a monument a corner of lands now or formerly of Jeremiah Pipher; thence along said lands now or formerly of Jeremiah Pipher South 29 degrees 02 minutes 10 seconds East a distance of 617.86 feet to a monument in line of lands now formerly of Woodrow W. Reimer; thence along said lands now or formerly of Woodrow W. Reimer the following (2) courses and distances, namely: (1) South 47 degrees 30 minutes West a distance of 69.30 feet to a monument; (2) South 42 degrees 30 minutes East a distance of 201.50 feet to the monument, the place of beginning. Containing 8.458 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Evelyn K. Oyer, widow, and Carolyne O. Horne and Glenwood L. Horne, her husband, by deed dated February 24, 1958, and recorded March 18, 1958, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A, Vol. 99, page 604.

PARCEL NUMBER EIGHTEEN

BERMUDIAN SUBSTATION SITE

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

BEGINNING at a monument in the westerly boundary line of a public township road known as Route T-857 linking Legislative Route 66022 and Franklintown, said monument being 16.5 feet measured perpendicular from the center line of said Route T-857 and being also 577.20 feet measured in a northeasterly direction along the said westerly boundary line of Route T-857 from the intersection of the said westerly boundary line of Route T-857 and the center line of Route 66022; thence along lands now or formerly of George W. Lenhart North 49 degrees 30 minutes West a distance of 343.58 feet to a monument; thence along lands now or formerly of John A. Kimmel South 82 degrees 13 minutes East a distance of 318.21 feet to a monument in the aforesaid westerly boundary line of Route T-857; thence

along said westerly boundary line of Route T-857 South 16 degrees 42 minutes West a distance of 187.97 feet to the monument, the place of beginning. Containing 0.678 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John A. Kimmel, widower, by deed dated March 30, 1959, and recorded March 31, 1959, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 47-R, page 551.

PARCEL NUMBER NINETEEN

BLOOMING GROVE SUBSTATION SITE

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

BEGINNING at a monument at the westerly boundary line of a 60 foot wide highway known as Pennsylvania Legislative Route No. 66079 linking Pennsylvania Highway Route No. 116 and the Baltimore Pike, said monument being distant 30 feet from and perpendicular to a point in the center line of said Legislative Route at Station 96+79.10 as shown on Pennsylvania Department of Highways plans of said Legislative Route, the last mentioned point being distant 215.46 feet measured along the center line of said Legislative Route from the intersection of said center line with the center line of Legislative Route No. 441 linking Hanover and Blooming Grove; thence along land now or formerly of Harry A. Hoffman South 81 degrees 59 minutes 31 seconds West a distance of 99 feet to a monument at land now or formerly of Harry A. Hoffman; thence along land now or formerly of Harry A. Hoffman North 11 degrees 39 minutes 32 seconds West a distance of 97.88 feet to a monument at lands now or formerly of Harry A. Hoffman; thence North 79 degrees 9 minutes East a distance of 99 feet to a monument at the aforementioned westerly boundary line of Pennsylvania Legislative Route No. 66079; thence along the said westerly boundary line of the last mentioned Legislative Route by a curve to the right having a radius of 925.37 feet, with a chord bearing of South 11 degrees 33 minutes East a distance of 102.79 feet, a distance along the arc of 102.85 feet to a monument on the westerly boundary line of said last mentioned Legislative Route, the place of beginning. Containing 0.23 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry A. Hoffman and Irene M. Hoffman, his wife, by deed dated September 25, 1959, and recorded September 28, 1959, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 48-P, page 625.

PARCEL NUMBER TWENTY

GITTS RUN SUBSTATION SITE

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

BEGINNING at a monument in the westerly line of lands of Metropolitan Edison Company, said monument being 334 feet measured in a northeasterly direction along the said westerly line of lands of Metropolitan Edison Company from an iron pin a corner common to lands now or formerly of Ralph D. Schuman and lands now or formerly of Daniel Stump and in line of lands of Metropolitan Edison Company; thence along lands now or formerly of Ralph D. Schuman the following three (3) courses and distances, namely: (1) North 43 degrees 30 minutes West a distance of 350 feet to a monument; (2) North 46 degrees 30 minutes East a distance of 400 feet to a monument; (3) South 43 degrees 30 minutes East a distance of 350 feet to a monument in said westerly line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company South 46 degrees 30 minutes West a distance of 400 feet to the monument, the place of beginning. Containing 3.214 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Ralph D. Schuman and Helen P. Schuman, his wife, by deed dated October 1, 1957, and recorded October 2, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 45-J, page 228.

PARCEL NUMBER TWENTY-ONE

NEW MOUNT WOLF SUBSTATION SITE

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

BEGINNING at a point in the westerly boundary line of a 33 foot wide public township road linking Mount Wolf and the Manchester-York Haven road, said point being in line of lands of Mount Wolf Furniture Company and being also 306 feet, more or less, measured in a northerly direction along the westerly boundary line of the said public township road from the center line of the Pennsylvania Railroad; thence along lands now or formerly of Mount Wolf Furniture Company, passing through a monument distant 10 feet from the point of beginning, South 31 degrees 7 minutes 30 seconds West a distance of 253.27 feet to a monument; thence along lands now or formerly of Philip J. Herbst the following two (2) courses and distances, namely: (1) North 18 degrees 6 minutes West a distance of 257.60 feet to a monument; (2) North 61 degrees 8 minutes East a distance of 203.21 feet to a monument in the said westerly boundary line of the public township road; thence along the said westerly boundary line of the public township road South 14 degrees 39 minutes East a distance of 130.39 feet to the point, the place of beginning. Containing 0.862 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Elfreda Baker Herbst and Philip Jacobs Herbst, her husband, by deed dated November 21, 1957, and recorded November 21, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 45-P, page 335.

PARCEL NUMBER TWENTY-TWO

SPRINGVALE SUBSTATION SITE

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

BEGINNING at a monument in the southerly boundary line dividing lands of Red Lion Area School District and lands now or formerly of the Samuel S. Laucks Estate, said monument being distant 354.73 feet measured along the said boundary line in a southwesterly direction from a monument on the westerly side of a 16 foot wide alley known as School Lane; thence along said lands now or formerly of the Samuel S. Laucks Estate South 18 degrees 35 minutes East a distance of 85.16 feet to a monument; thence still along the same North 71 degrees 25 minutes East a distance of 116.28 feet to a monument in the western terminus of Chestnut Street, said monument being 7.06

feet southwardly from the southern curb line of said street; thence partly along the western terminus of said Chestnut Street and along lands now or formerly of the Samuel S. Laucks Estate South 18 degrees 35 minutes East a distance of 57 feet to a monument; thence still along said lands now or formerly of the Samuel S. Laucks Estate South 71 degrees 25 minutes West a distance of 362.14 feet to a monument in the aforesaid boundary line between lands of Red Lion Area School District and lands now or formerly of the Samuel S. Laucks Estate; thence along lands of said Red Lion Area School District North 41 degrees 23 minutes East a distance of 284.01 feet to the monument, the place of beginning. Containing 0.553 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Elsie G. Laucks, Samuel S. Laucks, Jr. and S. Philip Laucks, Executors of the last Will and Testament of Samuel S. Laucks, also known as S. S. Laucks, deceased, by deed dated October 1, 1959, and recorded October 7, 1959, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 48-R, page 257.

PARCEL NUMBER TWENTY-THREE

WEIGLESTOWN SUBSTATION SITE

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

BEGINNING at a monument in the northerly boundary line of a 60 foot wide public road known as State Highway Route No. 74, linking Dover and York, said monument being 30 feet measured perpendicular to the center line of said Route No. 74 and being also 348.13 feet measured along the center line of said Route No. 74 in a westerly direction from the intersection of the center line of said Route No. 74 and the center line of a public road leading to Eastmount known as Legislative Route 66188; thence along the said northerly boundary line of Route No. 74 parallel and distant 30 feet from the said center line of said Route No. 74 North 76 degrees 56 minutes West a distance of 100 feet to a monument; thence along lands now or formerly of Alice M. Naylor North 10 degrees 40 minutes East a distance of 252.63 feet to a monument in line of lands now or formerly of Theodore Ausherman; thence along said lands now or formerly of Theodore Ausherman North 85 degrees 51 minutes East a distance of 100 feet to

a monument a corner of lands now or formerly of Harry E. Naylor; thence along said lands now or formerly of Harry E. Naylor South 10 degrees West a distance of 281.41 feet to the monument, the place of beginning. Containing 0.615 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Alice M. Naylor, widow, by deed dated July 10, 1957, and recorded July 10, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 44-Y, page 133.

PARCEL NUMBER TWENTY-FOUR

HILL SUBSTATION SITE

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

BEGINNING at a concrete monument in the southerly boundary line of a 33 foot wide public road known as Legislative Route No. 66519 linking Glen Rock and the Susquehanna Trail, said concrete monument being the northeasterly corner of lands of Metropolitan Edison Company and 16.5 feet measured from and perpendicular to the center line of said Legislative Route No. 66519; thence along the southerly boundary line of said Legislative Route No. 66519 parallel and distant 16.5 feet from the said center line of Legislative Route No. 66519 North 57 degrees 45 minutes East a distance of 233 feet to a point; thence still along the said southerly boundary line and other lands of Metropolitan Edison Company by a line curving to the right having a radius of 1236.658 feet, said curve having a chord bearing of North 54 degrees 41 minutes East and distance of 67 feet a distance along the arc of the curve of 67.01 feet to a concrete monument in line of lands now or formerly of Jacob Hurwitz; thence along said lands now or formerly of Jacob Hurwitz the following two (2) courses and distances, namely: (1) South 40 degrees 15 minutes 10 seconds East a distance of 396.52 feet to a concrete monument; (2) South 51 degrees 45 minutes West a distance of 300 feet to a concrete monument; thence still along said lands now or formerly of Jacob Hurwitz and along lands of Metropolitan Edison Company North 40 degrees 13 minutes West a distance of 400 feet to the monument, the place of beginning. Containing 2.79 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Jacob Hurwitz and Dora Hurwitz, his wife, by deed dated March 1, 1960, and recorded March 2, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 49-H, page 607.

PARCEL NUMBER TWENTY-FIVE

PINE STREET SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the southerly side of East Liberty Court between South Pine and Edgar Streets, in the City of York, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of a 40 foot wide street known as East Liberty Court as shown on the topographical survey of the City of York, said monument being distant 206 feet measured in an easterly direction along the said southerly boundary line of East Liberty Court from the intersection of the said southerly boundary line of East Liberty Court and the easterly boundary line of a 60 foot wide street known as South Pine Street, also shown on the above mentioned topographical survey of the City of York, the said monument being also the northeasterly corner of lands now or formerly of Eisenhart's Dairy, Inc.; thence along the said southerly boundary line of East Liberty Court in an easterly direction forming an interior angle of 90 degrees with the easterly line of lands now or formerly of Eisenhart's Dairy, Inc. a distance of 100 feet to a monument, the northwesterly corner of lands now or formerly of Earl F. Antes; thence along the westerly line of lands now or formerly of Earl F. Antes in a southerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to a monument in the northerly boundary line of a 20 foot wide alley known as Hazel Alley; thence along the northerly boundary line of said Hazel Alley in a westerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to a monument, the southeasterly corner of lands now or formerly of Eisenhart's Dairy, Inc.; thence along the easterly line of lands now or formerly of Eisenhart's Dairy, Inc. in a northerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to the monument, the place of beginning. Containing 10,000 square feet, or 0.230 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Eisenhart's Dairy, Inc. by deed dated March 25, 1960, and recorded March 28, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 49-K, page 574.

PARCEL NUMBER TWENTY-SIX

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate on the North side of the public road leading from North Sherman Street extended to Mount Zion, in the Township of Springettsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on said North side of the aforementioned public road at lands now or formerly of William Billmyer and extending thence along said lands now or formerly of William Billmyer North 4 degrees 30 minutes East a distance of 300 feet to an iron pin at lands now or formerly of Lila A. Herman; thence along land now or formerly of Lila A. Herman North 85 degrees 54 minutes West a distance of 254.3 feet to a stake at lands now or formerly of Earl E. Deveney and Thelma R. Deveney, his wife; thence along said last mentioned lands South 6 degrees 33 minutes West a distance of 300 feet to an iron pin in the aforementioned northern side of the public road leading from North Sherman Street extended to Mount Zion; thence along said northern side of said public road South 85 degrees 57 minutes East a distance of 264.7 feet to an iron pin, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Ernest L. Barth and Elsie W. Barth, his wife, by deed dated March 26, 1958, and recorded April 2, 1958, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 46-C, page 473.

PARCEL NUMBER TWENTY-SEVEN

RIGHT OF WAY

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

BEGINNING at a concrete marker in the easterly boundary line of a 50 foot wide street known as Smith Street, as shown on the topographical survey of the City of York, said concrete marker being distant 118 feet measured in a northerly direction along the said easterly boundary line of Smith Street from the intersection of said easterly boundary line of Smith Street and the northerly boundary line of a 50 foot wide street known as Power Street; thence still along the said easterly boundary line of Smith Street North 1 degree 39 minutes 52 seconds West a distance of 13.50 feet to a stake, a corner of lands now or formerly of L. M. Klunk and Sons; thence along said lands of L. M. Klunk and Sons North 88 degrees 20 minutes 8 seconds East a distance of 100 feet to a stake; thence South 1 degree 39 minutes 52 seconds East a distance of 13.50 feet to a concrete marker, a corner of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company South 88 degrees 20 minutes 8 seconds West a distance of 100 feet to the place of beginning. Containing 1,350 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lewis S. Klunk and William H. Klunk, copartners trading and doing business as L. M. Klunk and Sons, by deed dated January 14, 1959, and recorded January 30, 1959, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 47-K, page 599.

PARCEL NUMBER TWENTY-EIGHT

RIGHT OF WAY

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

BEGINNING at a stone in a public road, a corner of lands now or formerly of Josiah Flinchbaugh, now or formerly of George Shoen and the land herein described; thence South 61 degrees 30 minutes East a distance of 634.7 feet along lands now or formerly of George Shoen to a stone, a corner of lands now or formerly of George Shoen, now or formerly of Adam Baker and the land herein described; thence North 53 degrees 36 minutes East a distance of 110.43 feet along land now or formerly of Adam Baker to a point, a corner of lands now or formerly of Ida Miller and now or formerly of Adam Baker; thence

along land now or formerly of Ida Miller on a line 100 feet distant from and parallel to the former boundary line or lines between lands now or formerly of Ida Miller and lands now or formerly of George Shoen (course No. 1 of this description) North 61 degrees 30 minutes West a distance of 685.91 feet to a point in a road, a corner of lands now or formerly of Ida Miller and lands now or formerly of Josiah Flinchbaugh; thence along land now or formerly of Josiah Flinchbaugh South 26 degrees 40 minutes West a distance of 100.1 feet to the place of beginning. Containing 1.52 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Pennsylvania Power & Light Company by deed dated December 2, 1957, and recorded December 2, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 45-Q, page 317.

SECOND.

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

GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said

parcels or on or in the streets, roads or highways, abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

EXCEPTED PROPERTY.

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

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

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

ARTICLE IV.

MISCELLANEOUS.

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

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

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN 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,

Attest: By E. O. DREAS
E. O. DREAS, *Vice President.*

E. L. BARTH
E. L. BARTH, *Secretary.*

[CORPORATE SEAL]

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

BRUCE E. PAINE
W. R. FLECKNER

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Attest: By W. L. BAKER
W. L. BAKER, *Trust Officer.*

DEAN W. EGLY
DEAN W. EGLY, *Assistant Secretary.*

[CORPORATE SEAL]

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

BRUCE E. PAINE
W. R. FLECKNER

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

On the 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of New York, residing in New Hyde Park, 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, a 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

E. L. BARTH, *Secretary.*

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

[NOTARIAL SEAL]

MARTIN J. THOMPSON
 MARTIN J. THOMPSON
 Notary Public, State of New York
 No. 30-9325600 Qual. in Nassau Co.
 Certificate filed in N. Y. County
 Commission Expires March 30, 1962

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

On the 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of New York, residing in New Hyde Park, New York, personally appeared DEAN W. EGLY, Assistant Secretary of MORGAN 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 W. L. BAKER, 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 W. L. BAKER 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.

DEAN W. EGLY

DEAN W. EGLY, *Assistant Secretary.*

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

[NOTARIAL SEAL]

MARTIN J. THOMPSON
 MARTIN J. THOMPSON
 Notary Public, State of New York
 No. 30-9325600 Qual. in Nassau Co.
 Certificate filed in N. Y. County
 Commission Expires March 30, 1962

Recording data of
METROPOLITAN EDISON COMPANY'S
 Supplemental Indenture dated May 1, 1960

<u>County</u>	<u>Date</u>	<u>Time</u> (E.S.T.)	<u>Place of Recording</u>
Adams	4/28/60	9:50 A.M.	Mortgage Book Vol. X-5, page 1
Berks	4/28/60	11:00 A.M.	Mortgage Book No. 899, page 443
Bucks	4/28/60	9:53 A.M.	Mortgage Book #1359, page 431
Chester	4/28/60	2:47 P.M.	Mortgage Book S-25, page 288
Cumberland	4/28/60	11:29 A.M.	Mortgage Book Vol. 416, page 126
Dauphin	4/28/60	11:44 A.M.	Mortgage Book R, Vol. 39, page 21
Lancaster	4/29/60	9:20 A.M.	Mortgage Book 755, page 1
Lebanon	4/28/60	8:50 A.M.	Mortgage Book 218, page 71
Lehigh	4/28/60	9:35 A.M.	Mortgage Book Vol. 817, page 260
Monroe	4/28/60	11:47 A.M.	Mortgage Book Vol. 148, page 100
Montgomery	4/28/60	12:53 P.M.	Mortgage Book No. 3137, page 283
Northampton	4/28/60	8:03 A.M.	Mortgage Book Vol. 693, page 301
Perry	4/28/60	11:35 A.M.	Mortgage Book 35, page 321
Pike	4/28/60	9:15 A.M.	Mortgage Book No. 73, page 39
York	4/28/60	8:34 A.M.	Mortgage Book 24-W, page 358

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 a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN 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,

Attest:

By

E. O. Dreas
E. O. DREAS, Vice President.

E. L. Barth

E. L. BARTH, Secretary.

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

James E. Paine
W. R. Flechner

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Attest:

By

W. L. Baker
W. L. BAKER, Trust Officer.

Dean W. Egly

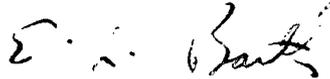
DEAN W. EGLY, Assistant Secretary.

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

James E. Paine
W. R. Flechner

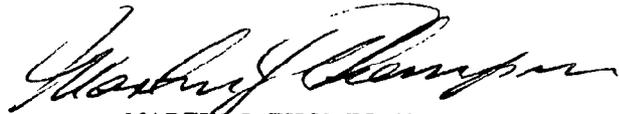
STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

On the 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of New York, residing in New Hyde Park, 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, a 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.



MARTIN J. THOMPSON
 Notary Public, State of New York
 No. 30-9325600 Qual. in Nassau Co.
 Certificate filed in N. Y. County
 Commission Expires March 30, 1962

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

On the 27th day of April, 1960, before me, the subscriber, a Notary Public of the State of New York, residing in New Hyde Park, New York, personally appeared DEAN W. EGLY, Assistant Secretary of MORGAN 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 W. L. BAKER, 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 W. L. BAKER 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.


 DEAN W. EGLY, *Assistant Secretary.*

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


 MARTIN J. THOMPSON
 Notary Public, State of New York
 No. 30-9325600 Qual. in Nassau Co.
 Certificate filed in N. Y. County
 Commission Expires March 30, 1962