

11737-A-Z
RECORDATION NO. 11737 Filed 1425

Met-Ed GPU APR 29 1980 1 45 PM APR 29 1980 1 45 PM
Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215 929-3601
INTERSTATE COMMERCE COMMISSION

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

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

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

No. **0-120A124**

Date **APR 29 1980**

Fee \$ **300.00**

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

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

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

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

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

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

Very truly yours,

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

kz
Enclosures

*Countersigned for 26 copies Met-Ed Dept. 2/26/80
J. S. Bartman*

11737
RECORDATION NO. Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) December 1, 1962 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

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

Rita M. Powers
Notary Public

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



11737 *al*
RECORDATION NO. Filed 1425

[Conformed Copy]

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated December 1, 1962

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
Vice President.

THIS SUPPLEMENTAL INDENTURE, made the first day of December, 1962, 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, June 1, 1957 and May 1, 1960, 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 eleventh series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due 1992" (hereinafter sometimes referred to as the "bonds of the 1992 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, 4 $\frac{3}{8}$ % SERIES DUE 1992, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the eleventh 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, 4 $\frac{3}{8}$ % Series due 1992". All coupon bonds of the 1992 Series shall be dated December 1, 1962. All fully registered bonds of the 1992 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1992 Series shall be payable on December 1, 1992, 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 four and three-eighths per centum (4 $\frac{3}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year, until maturity, according to the terms of the bonds or on prior redemption or by declaration or

otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1992 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 1992 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 1992 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1992 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 1992 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 1992 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 1992 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 1992 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning December 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning December 1	Regular Redemption Prices	Lower Scale Redemption Prices
1962	106.32%	101.94%	1977	103.06%	101.27%
1963	106.11	101.91	1978	102.84	101.21
1964	105.89	101.88	1979	102.62	101.14
1965	105.67	101.84	1980	102.40	101.08
1966	105.45	101.80	1981	102.18	101.01
1967	105.24	101.76	1982	101.97	100.93
1968	105.02	101.72	1983	101.75	100.86
1969	104.80	101.68	1984	101.53	100.78
1970	104.58	101.64	1985	101.31	100.69
1971	104.36	101.59	1986	101.09	100.61
1972	104.15	101.54	1987	100.88	100.52
1973	103.93	101.49	1988	100.66	100.42
1974	103.71	101.44	1989	100.44	100.33
1975	103.49	101.39	1990	100.22	100.22
1976	103.27	101.33	1991	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 1992 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 1992 Series for the aggregate principal amount of Fifteen million dollars (\$15,000,000), being the initial issue of bonds of the 1992 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 1992 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 1992 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 1, 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 1992 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 1992 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 1992 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 1992 SERIES.

The form of the bonds of the 1992 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 1992 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$1000

4 $\frac{3}{8}$ % Series due 1992

No.....

DUE DECEMBER 1, 1992

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 December 1, 1992, 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 December 1, 1962, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of four and three-eighths per centum (4 $\frac{3}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year, beginning June 1, 1963, 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, 4 $\frac{3}{8}$ % Series due 1992 (hereinafter referred to as "bonds of the 1992 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, May 1, 1960 and December 1, 1962, 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 Trus-

tee, 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 1992 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1992 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 Man-

hattan 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 1992 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 1992 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 1992 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 1992 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: December 1, 1962.

METROPOLITAN EDISON COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1992 SERIES]

\$ 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, 4 $\frac{3}{8}$ % Series due 1992, No. . This coupon shall be treated as negotiable.

.....
Treasurer.

The amount to be inserted in odd numbered coupons shall be Twenty-one Dollars and Eighty-eight cents (\$21.88); the amount to be inserted in even numbered coupons shall be Twenty-one Dollars and Eighty-seven cents (\$21.87).

[FORM OF FULLY REGISTERED BOND OF THE 1992 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$..... 4 $\frac{3}{8}$ % Series due 1992 No.....

DUE DECEMBER 1, 1992

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, _____ Dollars on December 1, 1992, 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 June 1 and December 1 of each year, at the rate of four and three-eighths per centum (4 $\frac{3}{8}$ %) per annum, at said office or agency in like coin or currency, from the date hereof until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due 1992 (hereinafter referred to as "bonds of the 1992 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 limita-

tion, 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, May 1, 1960 and December 1, 1962, 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 1992 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1992 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 1992 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 1992 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 1992 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 1992 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
President.

Attest:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BONDS OF THE 1992 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 ensealing and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto 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

GERMANTOWN SUBSTATION SITE

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

BEGINNING at a monument in the easterly right of way line of a 33 foot wide road known as Township Route No. T-432 leading from U. S. Traffic Route No. 140 to Township Route No. T-433, said monument being distant 16.5 feet from and measured perpendicular to the center line of said Township Route No. T-432 and being also distant 32.20 feet from and measured perpendicular to the center line of a 60 foot wide road known as U. S. Traffic Route No. 140 linking Gettysburg and Littlestown; thence along the southerly side of U. S. Traffic Route No. 140 and partly along the southerly right of way line of same South 79 degrees 25 minutes East a distance of 298.64 feet to a monument in the westerly line of 110 foot wide right of way of the Metropolitan Edison Company; thence along the said westerly right of way line and lands now or formerly of Mervin A. Miller South 3 degrees 37 minutes East a distance of 401.92 feet to a monu-

ment; thence still along lands now or formerly of the said Mervin A. Miller South 89 degrees 47 minutes West a distance of 317.18 feet to a monument in the easterly right of way line of the aforesaid Township Route No. T-432; thence along the said easterly right of way line of said Township Route No. T-432 parallel and distant 16.5 feet from the center line of same North 0 degrees 13 minutes West a distance of 457.16 feet to the monument, the place of beginning. Containing 3.01 acres, more or less.

SUBJECT to the terms and conditions of an unrecorded Agreement and Release between Metropolitan Edison Company and Donelson Company dated June 18, 1962, relative to drilling for oil or gas.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Mervin A. Miller, widower, by deed dated July 24, 1962, and recorded July 24, 1962, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 238, page 349.

PARCEL NUMBER TWO

GULDENS SUBSTATION SITE

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

BEGINNING at a concrete monument in the northerly right of way line of a 60 foot wide public road known as U. S. Route No. 30, linking Gettysburg and New Oxford, said concrete monument being distant 30 feet from a point in the center line of said U. S. Route No. 30 measured from and perpendicular to said center line, which point is distant 108 feet measured in an easterly direction along the said center line from the intersection of said center line with the center line of a public township road No. T-424 leading to Pennsylvania Traffic Route No. 116; thence along lands now or formerly of Charles R. Snyder North 14 degrees West a distance of 373.47 feet to a concrete monument in the southerly right of way line of Western Maryland Railway Company; thence along the said southerly right of way line of Western Maryland Railway Company 33 feet from and parallel to the center line of said Western Maryland Railway Company North 67 degrees 14 minutes East a distance of 166.95 feet to concrete monument a corner of lands now or formerly of Robert G. Weikert; thence along said lands now or formerly of Robert G.

Weikert South 14 degrees East a distance of 398.91 feet to a concrete monument in the aforesaid northerly right of way line of U. S. Route No. 30; thence along the northerly right of way line of the said U. S. Route No. 30 South 76 degrees West a distance of 165 feet to the concrete monument, the place of beginning. Containing 1.46 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Hansford Snead and Ruth E. Snead, his wife, by deed dated November 2, 1960, and recorded November 2, 1960, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 230, page 462.

PARCEL NUMBER THREE

ADDITION TO NORTH TEMPLE SUBSTATION SITE

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

BEGINNING at a point in the southerly right of way line of the Blandon Low Grade Branch of the railroad of Reading Company located 65 feet distant at right angles in a southeasterly direction from the original center line of said Branch, said point also being in the westerly legal right of way line of State Highway Legislative Route 06201 located 16.5 feet distant in a southwesterly direction from the middle line of said highway; thence South 25 degrees 30 minutes East along said westerly legal right of way line of said Legislative Route 06201, 513.25 feet to a corner; thence South 63 degrees 46 minutes West along line dividing land now or formerly of Eastern Real Estate Company from land of Metropolitan Edison Company 1,280.51 feet to a corner in the southerly right of way line of said Blandon Low Grade Branch located 65 feet distant radially in a southeasterly direction from the original center line of said Branch; thence along the aforesaid southerly right of way line of said Branch, parallel to and concentric with said original center line, the three (3) following curve, courses and distances, namely: (1) by a curve to the right having a radius of 1,845.08 feet, an arc distance of 523.73 feet, a chord bearing North 34 degrees 9 minutes East and a chord distance of 522.07 feet to a corner; (2) North 45 degrees 42

minutes East 344.09 feet to a corner; and (3) North 47 degrees 23 minutes East 537.43 feet to the point of beginning. Containing 8.890 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated June 8, 1962, and recorded July 9, 1962, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1410, page 142.

PARCEL NUMBER FOUR

NORTHWEST READING SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, known as the rear of 840 Centre Avenue, situate on the easterly side of Thorn Street between Douglass and Windsor Streets in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly building line of Thorn Street, a 40 foot wide street as shown on the topographical survey of the City of Reading, said point being distant 146.81 feet measured in a southerly direction along the easterly building line of said Thorn Street from the intersection of said easterly building line of Thorn Street and the southerly building line of Windsor Street, a 60 foot wide street, also shown on the aforesaid topographical survey of the City of Reading; thence in a northeasterly direction along lands now or formerly of Stewart S. Withers and his wife, forming an interior angle of 115 degrees 1 minute 20 seconds with the said easterly building line of Thorn Street, a distance of 59.76 feet to a point; thence in a southeasterly direction along lands now or formerly of Karl H. Dorman, forming an interior angle of 89 degrees 55 minutes 40 seconds with the last described line, a distance of 59.11 feet to a point in line of lands now or formerly of Anna Lucia; thence along said lands now or formerly of Anna Lucia in a southwesterly direction, forming an interior angle of 90 degrees 4 minutes 20 seconds with the last described line, a distance of 87.28 feet to a point in the aforementioned easterly building line of Thorn Street; thence along the said easterly building line of Thorn Street in a northerly direction, forming an interior angle of 64 degrees 58 minutes 40 seconds with the last described line, a distance of 65.23 feet to the point, the place of beginning. Containing 4345.76 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Edward R. Ammon and Miriam W. Ammon, his wife, by deed dated September 26, 1960, and recorded October 4, 1960, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1377, page 7.

PARCEL NUMBER FIVE

FRYSTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Bethel, Berks County, Pennsylvania, being more fully bounded and described in accordance with a survey made January 13, 1961 by A. E. Naylor, Registered Surveyor, as follows, to wit:

BEGINNING at an iron pin marking the intersection of the southerly right of way line of Legislative Route No. 06003 linking Hamlin and Frystown and the easterly right of way line of Legislative Route No. 06023 linking Myerstown and the aforesaid Legislative Route No. 06003, said iron pin being 16.5 feet from and measured perpendicular to the center lines of said Legislative Routes No. 06003 and No. 06023; thence along the said southerly right of way line of Legislative Route No. 06003, 16.5 feet southwardly from and parallel to the center line of same, North 79 degrees 50 minutes East a distance of 300 feet to a monument; thence extending along lands now or formerly of Harry E. Fox and Bertha Fox, his wife, the following two (2) courses and distances, namely: (1) leaving said Legislative Route No. 06003, South 10 degrees 10 minutes East a distance of 300 feet to a monument; (2) South 79 degrees 50 minutes West a distance of 313.10 feet to a monument in the aforementioned easterly right of way line of Legislative Route No. 06023; thence along the said easterly right of way line of Legislative Route No. 06023, 16.5 feet eastwardly from and parallel to the center line of same, North 7 degrees 40 minutes West a distance of 300.31 feet to the place of beginning. Containing 2.111 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry E. Fox and Bertha Fox, his wife, by deed dated March 7, 1961, and recorded March 8, 1961, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1384, page 385.

PARCEL NUMBER SIX

RADIO STATION SITE

ALL THAT CERTAIN tract or parcel of land on top of Mount Penn, east of a private driveway leading from Skyline Boulevard or Drive to land leased to Hawley Broadcasting Company, situate in the Township of Lower Alsace, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin marking the southwesterly corner of land now or formerly of the Estate of John Fisher and in line of land of the City of Reading (leased to Hawley Broadcasting Company); thence along said land now or formerly of the Estate of John Fisher South 41 degrees 30 minutes East a distance of 124.93 feet to an iron pin; thence along land now or formerly of Glenn G. Miller and Grace E. Miller, his wife, South 48 degrees 30 minutes West a distance of 76.73 feet to an iron pin in line of land of the City of Reading; thence along said land of the City of Reading North 41 degrees 30 minutes West a distance of 100 feet to an iron pin in line of other land of the City of Reading (leased to Hawley Broadcasting Company); thence by same North 30 degrees 30 minutes East a distance of 80.68 feet to the place of beginning. Containing 0.198 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Glenn G. Miller and Grace E. Miller, his wife, by deed dated September 13, 1962, and recorded September 14, 1962, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1413, page 995.

PARCEL NUMBER SEVEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate in the City of Reading, Berks County, Pennsylvania, lying and being on the easterly side of The Pennsylvania Railroad (Schuylkill Branch) between Station 2865 + 07 and Station 2868 + 31.53 as shown on a plan of survey made by Albert E. Naylor, Registered Surveyor, dated October 16, 1959, said stations being based upon stationing as shown on The Pennsylvania Railroad Valuation Map V-5.0/55, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly line of lands of The Pennsylvania Railroad Company, said monument being distant 25 feet northeastwardly measured from and radially to the center line of the easternmost track as located by said survey dated October 16, 1959, said radial line, at its point of intersection with said center line, being distant 32 feet measured in a northwesterly direction along the center line of the said easternmost track from the point at which a line from The Pennsylvania Railroad Company mile post No. 59 as shown on the above-mentioned Valuation Map V-5.0/55, radially to said center line, would intersect the same; thence in a northwestern direction by a line curving to the right, distant 25 feet northeastwardly from, parallel and concentric to the center line of the said easternmost track, said curved line having a radius of 6802.955 feet, a central angle of 2 degrees 44 minutes, a chord bearing of North 31 degrees 49 minutes 30 seconds West, a distance along the arc of the curve of 324.535 feet to a monument; thence along the southerly building line of West Greenwich Street North 73 degrees 16 minutes East a distance of 109.94 feet to a point; thence along the westerly building line of Somerset Street South 16 degrees 44 minutes East a distance of 302.93 feet to a point marked by a monument; thence South 51 degrees 06 minutes West a distance of 27.48 feet to the monument, the place of beginning. Containing 0.49 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Pennsylvania Railroad Company by deed dated June 17, 1960, and recorded July 22, 1960, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1372, page 820.

PARCEL NUMBER EIGHT

RIGHT OF WAY

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

BEGINNING at a point in the westerly line of Water Street (50 feet wide), said point being in line dividing lands now or formerly of David Realty Corporation from lands now or formerly of Reading Company, said point also being 464.67 feet measured along said westerly line of Water Street from the point of its intersection with

the southerly line of Spruce Street (60 feet wide); thence South 26 degrees 0 minutes East along the westerly line of Water Street 108.54 feet to a point of curve; thence along same by a curve to the left having a radius of 5968.55 feet, an arc length of 431.56 feet and a chord bearing South 28 degrees 10 minutes East, 431.42 feet to a point in line dividing lands now or formerly of Reading Company from lands now or formerly of the City of Reading; thence South 79 degrees 7 minutes West along said dividing line 56.75 feet to a point in the easterly edge of the Schuylkill River; thence North 43 degrees 51 minutes West along the easterly edge of said river 159.51 feet to a point; thence North 27 degrees 24 minutes West along same 400.69 feet to a point in the aforesaid line dividing lands now or formerly of Reading Company from lands now or formerly of David Realty Corporation; thence North 79 degrees 50 minutes East along said dividing line 100.98 feet to the point of beginning. Containing 1.096 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Company by deed dated September 28, 1960, and recorded October 21, 1960, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1378, page 115.

PARCEL NUMBER NINE

RIGHT OF WAY

ALL THAT CERTAIN triangular shaped tract or parcel of land lying and being on the southerly side of Howard Street (a 50 foot wide street) and east of Warren Street (a 60 foot wide street), both shown on the topographical survey of the City of Reading, situate in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin marking the intersection of the southerly lot line of Howard Street and the northerly right of way line of Legislative Route No. 06150 (Warren Street Bypass linking West Lawn and the Fifth Street Highway); thence along the said northerly right of way line of Legislative Route No. 06150 South 63 degrees 02 minutes 05 seconds West a distance of 55.92 feet to an iron pin, a corner of lands now or formerly of Henry W. Monyer; thence along said lands now or formerly of Henry W. Monyer by a line curving to the left having a radius of 978.16 feet, a chord bearing of North

26 degrees 20 minutes 42 seconds East and a distance of 38.44 feet, a distance along the arc of the curve of 38.45 feet to an iron pin in the aforementioned southerly lot line of Howard Street; thence along the said southerly lot line of Howard Street South 74 degrees 29 minutes 41 seconds East a distance of 34.02 feet to the iron pin, the place of beginning. Containing 636.95 square feet.

SUBJECT, NEVERTHELESS, to the conditions, reservations and restrictions recited in a certain deed from Alois Mayer and Byron W. Whitman, Co-partners, Trading as Mayer and Whitman, to Robert F. Batdorff and Kathryn S. Batdorff, his wife, dated November 1, 1938, recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 809, page 147, and subject also to the rights, if any, of others to the use of the driveway extending along the west side of said premises.

BEING THE SAME PREMISES granted and conveyed unto Metropolitan Edison Company by Marvin E. Smith, single man, by deed dated September 19, 1961, and recorded September 19, 1961, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1395, page 286.

PARCEL NUMBER TEN

RIGHT OF WAY

ALL THAT CERTAIN triangular shaped tract or parcel of land, being a part of the southerly 10 feet of Lot No. 704 and a westerly part of Lot No. 702 as shown on Map or Plan entitled "Berkshire Greens", Section No. 1, said plan recorded in Berks County Records in Plan Book Volume 5A, page 31, situate on the easterly side of Lehigh Street (a 60 foot wide street as shown on the topographical survey of the City of Reading) in the City of Reading, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin marking the intersection of the easterly lot line of Lehigh Street and the northerly right of way line of Legislative Route 06150 (Warren Street Bypass linking West Lawn and the Fifth Street Highway); thence along the said easterly lot line of Lehigh Street North 16 degrees 37 minutes 19 seconds East a distance of 56.72 feet to an iron pin marking the southwesterly corner of lands now or formerly of Lera K. Reichard and Marjorie H. Faulkner; thence along said lands now or formerly of Lera K. Reichard and

Marjorie H. Faulkner South 73 degrees 22 minutes 41 seconds East a distance of 59.59 feet to an iron pin in the aforesaid northerly right of way line of Legislative Route 06150; thence along said northerly right of way line South 63 degrees 02 minutes 05 seconds West a distance of 82.27 feet to the iron pin, the place of beginning. Containing 1,689.97 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Anna M. Schuhmann, widow, by deed dated September 18, 1961, and recorded September 18, 1961, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1395, page 129.

PARCEL NUMBER ELEVEN

SWATARA HILL SUBSTATION SITE

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

BEGINNING at a monument in the westerly right of way line of a public township road known as Route T-696 linking Legislative Route 624 and Legislative Route 129, said monument being in line of lands now or formerly of H. I. Lewis Construction Company, Inc., and being distant 16.5 feet measured from and perpendicular to the center line of said Route T-696; thence along the westerly right of way line of said Route T-696 South 48 degrees 20 minutes 24 seconds West a distance of 297.71 feet to a monument; thence along lands now or formerly of Nicholas P. Garver North 43 degrees 35 minutes West a distance of 457.17 feet to a monument in line of lands now or formerly of Elwood Gruber; thence along said lands now or formerly of Elwood Gruber North 53 degrees 14 minutes 16 seconds East a distance of 127.97 feet to a monument in line of lands now or formerly of H. I. Lewis Construction Company, Inc.; thence along said lands now or formerly of H. I. Lewis Construction Company, Inc. South 64 degrees 15 minutes East a distance of 483.05 feet to the monument, the place of beginning. Containing 2.08 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Russell N. Garver and Esther S. Garver, his wife, by deed dated August 8, 1962, and recorded August 28, 1962, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book Z, Volume 47, page 323.

PARCEL NUMBER TWELVE

GRANTVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land lying on the southwesterly side of Legislative Route A-692 situate in the Township of East Hanover, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southwesterly boundary line of a 33 foot wide public road known as Legislative Route A-692 linking Grantville and Hershey, said monument being in line of lands now or formerly of John Sheaffer and distant 16.5 feet from and measured perpendicular to the center line of said Legislative Route A-692 and being also distant 2400 feet, more or less, measured along the center line of Legislative Route A-692 in a southerly direction from the center line of U. S. Route 22; thence along said southwesterly boundary line of Legislative Route A-692 parallel and distant 16.5 feet from the center line of same the following two (2) courses and distances, namely: (1) South 53 degrees 9 minutes East 157.9 feet to a point; (2) by a line curving to the right having a radius of 994.92 feet, a chord whose bearing and distance is South 50 degrees 30 minutes East 91.99 feet, a distance along the arc of the curve of 92.03 feet to a monument; thence along lands now or formerly of Gordon Huffman the following two (2) courses and distances, namely: (1) South 60 degrees 41 minutes West 323.31 feet to a monument; (2) 29 degrees 19 minutes West 252.04 feet to a monument in line of lands now or formerly of John Sheaffer; thence along said lands now or formerly of John Sheaffer the following two (2) courses and distances, namely: (1) North 56 degrees East 99.91 feet to a planted stone; (2) North 74 degrees East 130.2 feet to the monument, the place of beginning. Containing 1.563 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Gordon Huffman and Calcie M. Huffman, his wife, by deed dated September 25, 1962, and recorded September 28, 1962, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book B, Volume 48, page 468.

PARCEL NUMBER THIRTEEN

NEW LEBANON OFFICE AND SERVICE BUILDING SITE

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

BEGINNING at a point marking the intersection of the easterly right of way line of a 34 foot wide public road known as Legislative Route A-2213 linking Lebanon and Schaefferstown and the southerly right of way line of a 33 foot wide public road known as Township Route T-393 linking said Legislative Route A-2213 and Township Road T-560, said point being 191 feet, more or less, measured in a southeasterly direction along the easterly right of way line of Legislative Route A-2213 from the center line of Beechwood Avenue (Rolling Green Heights Development); thence along the southerly right of way line of said Township Road T-393, parallel and distant 16.5 feet from the center line of same, North 61 degrees 9 minutes East a distance of 540 feet to a monument; thence along lands now or formerly of Moses S. Arnold and his wife South 28 degrees 51 minutes East a distance of 483.44 feet to a monument in line of lands now or formerly of Jacob H. Arnold; thence along said lands now or formerly of Jacob H. Arnold South 59 degrees 56 minutes West a distance of 534.76 feet to a monument in the easterly right of way line of the aforesaid Legislative Route A-2213; thence along the said easterly right of way line, parallel and distant 17 feet from the center line of Legislative Route A-2213, North 29 degrees 28 minutes West a distance of 494.80 feet to the point, the place of beginning. Containing 6.034 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Moses S. Arnold and Elizabeth R. Arnold, his wife, by deed dated March 1, 1962, and recorded March 1, 1962, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book 12, page 484.

PARCEL NUMBER FOURTEEN

LEBANON RADIO STATION SITE

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

BEGINNING at an iron pin in the southerly line of lands now or formerly of Ephriam S. Muckle, said iron pin being distant 34.73 feet measured in a southwesterly direction along the said southerly line of lands now or formerly of Ephriam S. Muckle from an iron pin marking a corner of said lands now or formerly of Ephriam S. Muckle and lands now or formerly of Walter H. Weaber; thence along said lands now or formerly of Walter H. Weaber the following three (3) courses and distances, namely: (1) South 14 degrees West a distance of 245.29 feet to an iron pin on the northerly side of a traveled path known as the Horseshoe Trail; (2) North 76 degrees West a distance of 215 feet to an iron pin; (3) North 14 degrees East a distance of 174.88 feet to an iron pin in the aforesaid southerly line of lands now or formerly of Ephriam S. Muckle; thence by same North 82 degrees 52 minutes East a distance of 226.24 feet to the iron pin, the place of beginning. Containing 1.037 acres, more or less.

TOGETHER with an easement in favor of Metropolitan Edison Company, its successors and assigns, agents, employees and licensees for an uninterrupted right of way to pass and repass from time to time at will on foot and with motorized equipment over and upon other portions of lands now or formerly of Walter H. Weaber and his wife intervening between Pennsylvania Legislative Route No. 241 and the tract of land hereinabove described, the said easement to be over, through and upon that portion of the said Weaber lands commonly known as the Horseshoe Trail.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter H. Weaber and Gladys M. Weaber, his wife, by deed dated July 11, 1961, and recorded July 11, 1961, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book 5, page 431.

PARCEL NUMBER FIFTEEN

EAGLE VALLEY SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, known as Lot No. 1 shown on a Map or Plan entitled "SUBDIVISION OF LANDS OF LEO A. ACHTERMAN" (not recorded), situate in the Township of Stroud, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly right of way line of a 33 foot wide public road known as Legislative Route 45060 linking Pennsylvania Traffic Route 190 and Pennsylvania Traffic Route 90, said monument marking the northeasterly corner of lands now or formerly of Bachman Oil Company and being distant 473 feet measured in a northeasterly direction along the aforesaid southerly right of way line of Legislative Route 45060 from the center line of the easterly tracks of the Erie Lackawanna Railroad; thence along the said southerly right of way line of Legislative Route 45060 North 65 degrees 39 minutes 30 seconds East a distance of 100 feet to a monument; thence along lands now or formerly of Leo A. Achterman the following two (2) courses and distances, namely: (1) South 24 degrees 20 minutes 30 seconds East a distance of 200 feet to a monument; (2) South 65 degrees 39 minutes 30 seconds West a distance of 100 feet to a monument in line of lands now or formerly of Bachman Oil Company; thence along said lands now or formerly of Bachman Oil Company North 24 degrees 20 minutes 30 seconds West a distance of 200 feet to the monument, the place of beginning. Containing 0.46 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Leo A. Achterman and Hazel S. Achterman, his wife, by deed dated April 5, 1962, and recorded April 5, 1962, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 294, page 467.

PARCEL NUMBER SIXTEEN

SNYDERSVILLE SUBSTATION SITE

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

BEGINNING at a monument in the southerly right of way line of a public road known as U. S. Route 209, linking Snyder'sville and Stroudsburg, said monument being distant 20 feet measured from and perpendicular to the center line of said U. S. Route 209 and the intersection of the said perpendicular line with the said center line, being distant 616 feet measured along the said center line in a southwesterly direction from a corner common to lands now or formerly of Thomas McCarthy, lands now or formerly of Gilbert Bachman, and in line of lands now or formerly of Thomas S. Reinhart; thence along lands now or formerly of Thomas S. Reinhart the following three (3) courses and distances, namely: (1) in a southeasterly direction forming an interior angle of 90 degrees with the aforesaid southerly right of way line of U. S. Route 209 a distance of 125 feet to a monument; (2) in a southwesterly direction forming an interior angle of 90 degrees with the last described line a distance of 125 feet to a monument; (3) in a northwesterly direction forming an interior angle of 90 degrees with the last described line a distance of 125 feet to a monument in the said southerly right of way line of U. S. Route 209; thence along the said southerly right of way line in a northeasterly direction forming an interior angle of 90 degrees with the last described line a distance of 125 feet to the monument, the place of beginning. Containing 0.516 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Thomas S. Rinehart and Ada B. Rinehart, his wife, by deed dated October 25, 1960, and recorded October 25, 1960, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book 273, page 507.

PARCEL NUMBER SEVENTEEN

COUNTY LINE SUBSTATION SITE

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

BEGINNING at a marble monument in the easterly right of way line of a public township road known as T-493 linking Legislative

Route 46008 and Legislative Route 46147, said marble monument being distant 16.50 feet from and perpendicular to the center line of said T-493 and being also in line of lands now or formerly of Kawecki Chemical Company; thence along said lands now or formerly of Kawecki Chemical Company South 53 degrees East a distance of 250 feet to a monument; thence along lands now or formerly of Titus R. Moyer South 36 degrees 58 minutes 15 seconds West a distance of 330.28 feet to a monument in line of lands now or formerly of Ephriam G. Erb; thence along said lands now or formerly of Ephriam G. Erb the following three (3) courses and distances, namely: (1) North 28 degrees 54 minutes West a distance of 250.70 feet to a monument; (2) North 35 degrees 51 minutes East a distance of 19.80 feet to a monument; and (3) North 53 degrees 24 minutes West a distance of 16.50 feet to a monument in the aforesaid easterly right of way line of T-493; thence along the said easterly right of way line of T-493 North 35 degrees 47 minutes East a distance of 208.27 feet to the marble monument, the place of beginning. Containing 1.557 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Titus R. Moyer and Mary Malinda L. Rhoads Moyer, his wife, by deed dated October 17, 1961, and recorded October 17, 1961, in the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, in Deed Book 3212, page 425.

PARCEL NUMBER EIGHTEEN

ADDITION TO PORTLAND GENERATING STATION SITE, FORMERLY DENOMINATED SANDY SHORES PROPERTY

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

BEGINNING at a point in the low-water mark of the westerly shore of the Delaware River, said point being a corner of lands of Metropolitan Edison Company (Portland Generating Station); thence along said lands of Metropolitan Edison Company the following three (3) courses and distances, namely: (1) passing thru a monument distant 87 feet, more or less, from the said point of beginning, South 75 degrees 23 minutes West a distance of 508.72 feet to a monument; (2) North 21 degrees 38 minutes West a distance of 554.68 feet to a monument; (3) North 74 degrees 11 minutes East a distance of 393.68 feet to a point in the low-water mark of the aforesaid Delaware River,

the last described line passing thru a monument distant 105.54 feet, more or less, from the said low-water mark; thence along the low-water mark of the Delaware River by a meandering line in a southeasterly direction a distance of 600 feet, more or less, to the point, the place of beginning. Containing 5.90 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Frank Cascario (formerly Frank Cacciacarro) and Rose I. Cascario (formerly Rose I. Cacciacarro), his wife, by deed dated June 16, 1962, and recorded June 18, 1962, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 174, page 164.

PARCEL NUMBER NINETEEN

ADDITION TO PORTLAND GENERATING STATION SITE, FORMERLY DENOMINATED SANDY SHORES PROPERTY

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

BEGINNING at a concrete monument in the easterly line of lands now or formerly of Delaware, Lackawanna and Western Railroad, said monument being distant 43 feet from and measured perpendicular to the center line of lands now or formerly of said Delaware, Lackawanna and Western Railroad at Station 4276 plus 23.71, as shown on their Valuation Map V-21/M.L./1A, said monument also marking the southwesternmost corner of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company North 74 degrees 01 minute East a distance of 951.09 feet to an iron pin marking a corner of lands now or formerly of Sondra G. Rubin; thence along said lands now or formerly of Sondra G. Rubin the following two (2) courses and distances, namely: (1) South 7 degrees 59 minutes East a distance of 395.80 feet to an iron pin; (2) North 85 degrees 36 minutes East a distance of 131 feet to a point at the low-water mark of the Delaware River; thence along the low-water mark of the Delaware River in a southerly direction by a meandering line a distance of 641.78 feet to a point marking a corner of lands now or formerly of James L. Strunk; thence leaving the said low-water mark and along lands now or formerly of James L. Strunk the following three (3) courses and distances, namely: (1) South 56 degrees 01 minute 50 seconds West a distance of 230

feet to an iron pin; (2) South 34 degrees 30 minutes 17 seconds East a distance of 115 feet to an iron pin; (3) South 78 degrees 31 minutes East a distance of 166 feet to a point in the low-water mark of the aforesaid Delaware River; thence along the low-water mark of the Delaware River in a southerly direction along a meandering line a distance of 267.06 feet to a monument in the northerly line of lands now or formerly of Delaware, Lackawanna and Western Railroad; thence along the said northerly line of lands now or formerly of Delaware, Lackawanna and Western Railroad the following eight (8) courses and distances, namely: (1) North 68 degrees 56 minutes West a distance of 275.46 feet to a point; (2) thence by a line curving to the right having a radius of 1345.23 feet, a chord whose bearing is North 61 degrees 42 minutes West and distance is 338.76 feet, a distance along the arc of the curve of 339.50 feet to a monument; (3) thence by a line radial to the last described curve South 35 degrees 32 minutes West a distance of 10 feet to a monument; (4) thence by a line curving to the right having a radius of 1397.70 feet, a chord whose bearing is North 38 degrees 01 minute West and distance is 791.60 feet, a distance along the arc of the curve of 802.40 feet to a monument; (5) thence South 68 degrees 26 minutes West a distance of 2 feet to a monument; (6) thence North 21 degrees 34 minutes West a distance of 430.30 feet to a point; (7) thence North 74 degrees 01 minute East a distance of 10 feet to a point; (8) thence North 21 degrees 34 minutes West a distance of 3.71 feet to the monument, the place of beginning. Containing 24.89 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry Michael and Beulah Barto Michael, his wife, by deed dated March 6, 1962, and recorded March 6, 1962, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 167, page 75.

PARCEL NUMBER TWENTY

ADDITION TO PORTLAND GENERATING STATION SITE,
FORMERLY DENOMINATED SANDY SHORES PROPERTY

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

BEGINNING at a point in the low-water mark of the Delaware River, said point marking a corner of lands now or formerly of Harry Michael and being also distant 1160 feet, more or less, measured in a northerly direction along the low-water mark of the Delaware River from the northerly boundary line of lands now or formerly of the Delaware, Lackawanna and Western Railroad Company; thence along lands now or formerly of the aforesaid Harry Michael the following two (2) courses and distances, namely: (1) passing through an iron pin distant 43.70 feet from the said point of beginning South 85 degrees 36 minutes West a distance of 131 feet to an iron pin; (2) North 7 degrees 59 minutes West a distance of 395.80 feet to an iron pin in the southerly line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company and passing through a monument distant 116.76 feet from the last mentioned iron pin North 74 degrees 01 minute East a distance of 200.51 feet to the point in the aforesaid low-water mark of the Delaware River; thence along the said low-water mark in a southerly direction by a meandering line a distance of 437.18 feet, more or less, to the point, the place of beginning. Containing 1.56 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Sondra Glass Rubin and Robert J. Rubin, her husband, by deed dated March 5, 1962, and recorded March 5, 1962, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 167, page 46.

PARCEL NUMBER TWENTY-ONE

FIVE POINTS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, 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 right of way line of a 33 foot wide public road known as Legislative Route 48031 linking Five Points and Legislative Route 68027, said monument being distant 16.50 feet measured from and perpendicular to the center line of said Legislative Route 48031, the intersection of the said perpendicular line and said center line being distant 243 feet, more or less, measured in a southeasterly direction along the said center line from the intersection of the said center line and the center line projected of a public

township road No. T-701; thence along lands now or formerly of William Johnson the following three (3) courses and distances, namely: (1) North 32 degrees 0 minute East a distance of 150 feet to a monument; (2) South 58 degrees 10 minutes East a distance of 150 feet to a monument; (3) South 32 degrees 0 minute West a distance of 150 feet to a monument in the aforementioned northerly right of way line of Legislative Route 48031; thence along said northerly right of way line North 58 degrees 10 minutes West a distance of 150 feet to the monument, the place of beginning. Containing 0.517 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Margaret Pysher Johnson and William Johnson, her husband, by deed dated June 20, 1961, and recorded July 5, 1961, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 152, page 203.

PARCEL NUMBER TWENTY-TWO

RIGHT OF WAY

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

BEGINNING at a monument in the northerly building line of Mauch Chunk Street, a 50 foot wide street as shown on the topographical survey of the City of Easton, said monument being 146.50 feet measured in an easterly direction along the said northerly building line of Mauch Chunk Street from the intersection of said building line and the easterly building line of Reynolds Street, a 50 foot wide street, also shown on the aforesaid topographical survey of the City of Easton; thence along lands now or formerly of Bernice Leichliter the following two (2) courses and distances, namely: (1) North 3 degrees 15 minutes East a distance of 45.67 feet to a point; (2) North 86 degrees 31 minutes West a distance of 10.50 feet to a point, a corner of lands now or formerly of Guisseppa Buono; thence along said lands now or formerly of Guisseppa Buono the following four (4) courses and distances, namely: (1) North 3 degrees 15 minutes East a distance of 28 feet to a point; (2) North 86 degrees 31 minutes West a distance of 3 feet to a point; (3) North 3 degrees 15 minutes East a distance of 36 feet to a point; (4) North 86 degrees 31 minutes West a distance of 7.50 feet to a point, a corner of lands now or

formerly of Joseph Lobardo; thence along said lands now or formerly of Joseph Lobardo North 3 degrees 15 minutes East a distance of 59.47 feet to a point in the southerly building line of a 20 foot wide street known as Zane Street, also shown on the above mentioned topographical survey of the City of Easton; thence along the said southerly building line of Zane Street North 82 degrees 23 minutes East a distance of 259.47 feet to a point; thence along lands now or formerly of Glenn Price and lands now or formerly of B. D. Mayer South 7 degrees 42 minutes East a distance of 145.13 feet to a point in line of lands now or formerly of Phillip Jacobs, et al.; thence along said lands now or formerly of Phillip Jacobs, et al. South 82 degrees 23 minutes West a distance of 30 feet to a point; thence still by same South 7 degrees 42 minutes East a distance of 33.50 feet to a point in line of lands now or formerly of Elnora S. Reibman; thence along said lands now or formerly of Elnora S. Reibman South 82 degrees 23 minutes West a distance of 50 feet to a point; thence still by same and lands now or formerly of Andrew S. Sof South 7 degrees 42 minutes East a distance of 29 feet to a monument in the aforementioned northerly building line of Mauch Chunk Street; thence along the said northerly building line of Mauch Chunk Street North 86 degrees 31 minutes West a distance of 194.68 feet to the monument, the place of beginning. Containing 1.12 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by The Lehigh Coal & Navigation Company by deed dated February 28, 1961, and recorded March 7, 1961, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book 144, page 344.

PARCEL NUMBER TWENTY-THREE

ADDITION TO VIOLET HILL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Spring Garden, York County, Pennsylvania, bounded and described according to the plan attached to and recorded with the hereinafter recited deed, as follows, to wit:

BEGINNING at a stake in the easterly right of way line of Pennsylvania Traffic Route No. 127 linking York and Jacobus and in line of lands of Metropolitan Edison Company, said stake being distant 162 feet, more or less, measured in a southerly direction along the said

easterly right of way line of Pennsylvania Traffic Route No. 127 from the center line of the southbound lane of the York-Baltimore limited access highway and being also distant 25 feet from and measured perpendicular to the center line of the aforesaid Pennsylvania Traffic Route No. 127; thence along said lands of Metropolitan Edison Company South 54 degrees 0 minute 50 seconds East a distance of 161.88 feet to a concrete marker; thence still by said lands of Metropolitan Edison Company South 61 degrees 58 minutes 20 seconds West a distance of 116.52 feet to a concrete marker in the aforesaid easterly right of way line of Pennsylvania Traffic Route No. 127; thence along said easterly right of way line North 10 degrees 37 minutes 10 seconds West a distance of 152.51 feet to the stake, the place of beginning. Containing 0.195 acre, more or less.

BEING Tract No. 2 in the deed from Louise Amanda Rouse Von Schlichten, widow, to Metropolitan Edison Company, dated February 6, 1961, and recorded February 10, 1961, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 50-U, page 637.

PARCEL NUMBER TWENTY-FOUR

BAIR SUBSTATION SITE

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

BEGINNING at a monument in the easterly line of lands of Metropolitan Edison Company, said monument being distant 472.50 feet measured in a southerly direction along the center line of the former York-Hanover Traction Company right of way from the center of Main Street in Bair Station, said monument being also 30 feet from and perpendicular to the said center line; thence along lands now or formerly of Samuel A. Bare South 74 degrees 38 minutes East a distance of 60.17 feet to a monument in the westerly line of lands now or formerly of The Pennsylvania Railroad Company; thence along said lands now or formerly of The Pennsylvania Railroad Company South 25 degrees 39 minutes 45 seconds West a distance of 370.68 feet to a monument in line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company the following two (2) courses and distances, namely: (1) by a line

curving to the left having a radius of 1462.7 feet, whose chord bearing is North 17 degrees 52 minutes East, a distance along the arc of the curve of 120 feet to a monument; (2) North 15 degrees 22 minutes East a distance of 245 feet to the monument, the place of beginning. Containing 0.258 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Samuel A. Bare and Margie J. Bare, his wife, by deed dated August 29, 1960, and recorded August 29, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 50-E, page 237.

PARCEL NUMBER TWENTY-FIVE

CROSSROADS SUBSTATION SITE

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

BEGINNING at a monument in the westerly right of way line of a public road known as Legislative Route A-3940, linking Crossroads and Pennsylvania Traffic Route No. 24, said monument being 16.5 feet from and measured perpendicular to the center line of said Legislative Route A-3940, and being also 1200 feet measured in a southwesterly direction along the westerly right of way line from the intersection of the center line of said Legislative Route A-3940, Legislative Route 66057 and Legislative Route 66100; thence along the said westerly boundary line of Legislative Route A-3940 the following two (2) courses and distances, namely: (1) by a line curving to the right, having a radius of 1312.43 feet, a chord whose bearing is South 33 degrees 11 minutes West and distance 174.71 feet, a distance along the arc of the curve of 174.97 feet to a point; (2) South 37 degrees 0 minutes West a distance of 225.03 feet to a monument in line of lands now or formerly of Mervin E. Hanes; thence along said lands now or formerly of Mervin E. Hanes North 49 degrees 30 minutes West a distance of 500 feet to a monument; thence along lands now or formerly of Charles L. Seitz the following two (2) courses and distances, namely: (1) North 40 degrees 30 minutes East a distance of 400 feet to a monument; (2) South 49 degrees 14 minutes 25 seconds East a distance of 464 feet to the monument, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Charles L. Seitz and Miriam M. Seitz, his wife, by deed dated August 24, 1960, and recorded August 24, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 50-D, page 425, and re-recorded in said Office on September 20, 1960, in Deed Book 50-G, page 536.

PARCEL NUMBER TWENTY-SIX

FAIRVIEW SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the westerly side of Pennsylvania Traffic Route No. 94, a 50 foot wide road, in the Township of West Manheim, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly right of way of the aforementioned Pennsylvania Traffic Route No. 94 linking Hanover and Bandanna, said monument being distant 25 feet from and measured perpendicular to the center line of said Pennsylvania Traffic Route No. 94 and the said perpendicular line at its intersection with the center line of said Pennsylvania Traffic Route No. 94, being distant 847 feet, more or less, measured in a northwesterly direction along the said center line of Pennsylvania Traffic Route No. 94 from the intersection of the last mentioned center line and the center line of Legislative Route 66158 leading from Pennsylvania Traffic Route No. 94 to Mount Pleasant; thence along lands now or formerly of Oscar E. Nace the following three (3) courses and distances, namely: (1) South 59 degrees 25 minutes West a distance of 200 feet to a monument; (2) North 30 degrees 35 minutes West a distance of 100 feet to a monument; (3) North 59 degrees 25 minutes East a distance of 216.90 feet to a monument in the aforementioned westerly right of way of Pennsylvania Traffic Route No. 94; thence along the said westerly right of way line in a southerly direction by a line curving to the left distant 25 feet from and parallel with and concentric to the center line of said Pennsylvania Traffic Route No. 94, said curved line having a radius of 1427.55 feet and a chord bearing and distance of South 21 degrees 3 minutes East 101.42 feet, a distance along the arc of the curve of 101.43 feet to the monument, the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Oscar E. Nace and Goldie A. Nace, his

wife, by deed dated June 28, 1960, and recorded June 28, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 49-W, page 314.

PARCEL NUMBER TWENTY-SEVEN

HOLTZ SUBSTATION SITE

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

BEGINNING at a monument on the northerly right of way line of a 33 foot wide public road known as Legislative Route 66004 linking Legislative Route 66161 and Pennsylvania Traffic Route 124, said monument being distant 16.5 feet measured from and perpendicular to the center line of said Legislative Route 66004, said perpendicular line at its point of intersection with the said center line being distant 219 feet, more or less, measured in a northeasterly direction from the intersection of said center line with the center line of public Township Road No. T-759; thence along lands now or formerly of Adam Riddle, Jr. the following three (3) courses and distances, namely: (1) North 39 degrees 0 minutes West a distance of 150 feet to a monument; (2) North 47 degrees 0 minutes East a distance of 100 feet to a monument; (3) South 39 degrees 0 minutes East a distance of 150 feet to a monument on the aforesaid northerly right of way line of Legislative Route 66004; thence along said northerly right of way line of Legislative Route 66004 South 47 degrees 0 minutes West a distance of 100 feet to a monument, the place of beginning. Containing 0.344 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Adam Riddle, Jr. and Anna M. Riddle, his wife, by deed dated September 27, 1960, and recorded September 28, 1960, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 50-H, page 629.

PARCEL NUMBER TWENTY-EIGHT

ORE VALLEY SUBSTATION SITE

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

BEGINNING at a monument marking the intersection of the northerly boundary line of a 33 foot wide public road known as Legislative Route 66045 linking Legislative Route 66053 and York and the westerly right of way line of the Maryland and Pennsylvania Railroad Company, said monument being distant 16.5 feet from and measured perpendicular to the center line of said Legislative Route 66045; thence along the northerly boundary line of Legislative Route 66045 parallel and distant 16.5 feet from the said center line South 50 degrees 45 minutes West a distance of 186.58 feet to a monument; thence along lands now or formerly of Karl W. Schaefer the following two (2) courses and distances, namely: (1) North 28 degrees 47 minutes West a distance of 200 feet to a monument; (2) North 50 degrees 45 minutes East a distance of 319.70 feet to a monument in the aforesaid westerly right of way line of Maryland and Pennsylvania Railroad Company; thence along the said westerly right of way line by a line curving to the left having a radius of 1145.873 feet, a chord whose bearing is South 1 degree 30 minutes West and distance is 259.48 feet, a distance along the arc of the curve of 259.99 feet, 30 feet from, parallel and concentric to the center line of said Maryland and Pennsylvania Railroad Company, to the monument, the place of beginning. Containing 1.119 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Karl W. Schaefer and Norma J. Schaefer, his wife, by deed dated December 5, 1961, and recorded December 5, 1961, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 52E, page 244.

PARCEL NUMBER TWENTY-NINE

ROSSVILLE SUBSTATION SITE

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

BEGINNING at a monument in the southeasterly right of way line of a public road known as Application Route A 273 linking Legislative Route 66006 and Lewisberry, said monument being distant 16.5 feet measured from and perpendicular to the center line of said Application Route A 273 and the intersection of the said perpendicular line and the said center line being distant 472 feet, more or less, measured in a northeasterly direction along the center line of said Application Route A 273 from the intersection of the said center line

and the center line of the aforementioned Legislative Route 66006; thence along the southeasterly right of way line of Application Route A 273 North 64 degrees 28 minutes East a distance of 100.06 feet to a monument; thence along lands now or formerly of John Ulrich March, et al. South 27 degrees 30 minutes East a distance of 96.67 feet to a monument; thence still by same South 62 degrees 30 minutes West a distance of 100 feet to a monument in line of lands now or formerly of Charles Spangler; thence along said lands now or formerly of Charles Spangler North 27 degrees 30 minutes West a distance of 100.10 feet to the monument, the place of beginning. Containing 0.226 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John Ulrich March and Clarice M. March, husband and wife, and Ruth F. March, widow, by deed dated June 8, 1961, and recorded June 8, 1961, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 51-H, page 620.

PARCEL NUMBER THIRTY

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate in the Township of Spring Garden, York County, Pennsylvania, bounded and described according to the plan attached to and recorded with the hereinafter recited deed, as follows, to wit:

BEGINNING at a concrete marker, a corner of lands now or formerly of Morgan E. Arnold and in the westerly line of lands of York Hospital; thence along said lands of York Hospital South 39 degrees 33 minutes East a distance of 81.73 feet to a concrete marker, a corner of lands now or formerly of Strathcona Hill, Inc.; thence along said lands now or formerly of Strathcona Hill, Inc. South 41 degrees 20 minutes 30 seconds East a distance of 803.45 feet to a point in the easterly right of way line of the York-Baltimore limited access highway; thence along the said easterly right of way line of the York-Baltimore limited access highway the following three (3) courses and distances, namely: (1) by a line curving to the left having a radius of 1980.90 feet, a chord whose bearing is North 46 degrees 48 minutes 19 seconds West and distance is 104.33 feet, a distance along the arc of the curve of 104.41 feet to a point; (2) North 47 degrees 55 minutes 7 seconds West a distance of 693.85 feet to a

point; (3) by a line curving to the right having a radius of 918.46 feet, a chord whose bearing is North 44 degrees 32 minutes 21 seconds West and distance is 113.20 feet, a distance along the arc of the curve of 113.29 feet to a point in line of lands now or formerly of Morgan E. Arnold; thence along said lands now or formerly of Morgan E. Arnold North 60 degrees 44 minutes East a distance of 100.50 feet to the concrete marker, the place of beginning. Containing 1.018 acres, more or less.

BEING Tract No. 1 in the deed from Louise Amanda Rouse Von Schlichten, widow, to Metropolitan Edison Company, dated February 6, 1961, and recorded February 10, 1961, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 50-U, page 637.

SECOND.

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

GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said parcels or on or in the streets, roads or highways, abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

EXCEPTED PROPERTY.

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

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

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

ARTICLE IV.**MISCELLANEOUS.**

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

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

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President 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 Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By W. R. Snyder
W. R. Snyder, *President.*

Attest: R. E. Sypher
R. E. Sypher, *Secretary.*

[CORPORATE SEAL]

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

T. D. Hoag
T. D. Hoag
G. J. Castellano
G. J. Castellano

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. Baker
W. L. Baker, *Vice President.*

Attest: F. B. Kingsley
F. B. Kingsley, *Asst. Secretary.*

[CORPORATE SEAL]

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

T. D. Hoag
T. D. Hoag
G. J. Castellano
G. J. Castellano

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

On the 6th day of December, 1962, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared R. E. SYPHER, 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 W. R. SNYDER, 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 W. R. SNYDER as 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.


 R. E. Sypher, Secretary.

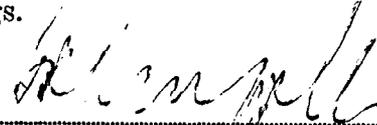
Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]


 J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1964

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

On the 6th day of December, 1962, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared F. B. KINGSLEY, 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, 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 Assistant Secretary and of W. L. BAKER, 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.



 F. B. Kingsley, *Asst. 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]



 J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1964

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 Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By W. R. SNYDER
W. R. Snyder, *President.*

Attest:

R. E. SYPHER
R. E. Sypher, *Secretary.*

[CORPORATE SEAL]

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

T. D. HOAG
T. D. Hoag
G. J. CASTELLANO
G. J. Castellano

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER
W. L. Baker, *Vice President.*

Attest:

F. B. KINGSLEY
F. B. Kingsley, *Asst. Secretary.*

[CORPORATE SEAL]

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

T. D. HOAG
T. D. Hoag
G. J. CASTELLANO
G. J. Castellano

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

On the 6th day of December, 1962, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared R. E. SYPHER, 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 W. R. SNYDER, 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 W. R. SNYDER as 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.

R. E. SYPHER

 R. E. Sypher, *Secretary*.

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

J. NOEL CREAN

 J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1964

[NOTARIAL SEAL]

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

On the 6th day of December, 1962, before me, the subscriber, a Notary Public of the State of New York, residing in New York, New York, personally appeared F. B. KINGSLEY, 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, 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 Assistant Secretary and of W. L. BAKER, 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.

F. B. KINGSLEY

.....
 F. B. Kingsley, *Asst. 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.

J. NOEL CREAN

.....
 J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1964

[NOTARIAL SEAL]

Recording data of
METROPOLITAN EDISON COMPANY'S
 Supplemental Indenture dated December 1, 1962

<u>County</u>	<u>Date</u>	<u>Time</u> (E.S.T.)	<u>Place of Recording</u>
Adams	12/7/62	1:20 P.M.	Mortgage Book Vol. 1, page 1
Berks	12/7/62	11:13 A.M.	Mortgage Book No. 900, page 337
Bucks	12/7/62	3:48 P.M.	Mortgage Book #1498, page 525
Chester	12/10/62	9:16 A.M.	Mortgage Book H-29, page 377
Cumberland	12/8/62	9:49 A.M.	Mortgage Book 443, page 989
Dauphin	12/7/62	1:59 P.M.	Mortgage Book N, Vol. 42, page 123
Lancaster	12/7/62	9:15 A.M.	Mortgage Book 809, page 187
Lebanon	12/7/62	11:55 A.M.	Mortgage Book 245, page 207
Lehigh	12/7/62	2:14 P.M.	Mortgage Book Vol. 883, page 549
Monroe	12/7/62	10:54 A.M.	Mortgage Book Vol. 168, page 209
Montgomery	12/7/62	1:27 P.M.	Mortgage Book No. 3308, page 477
Northampton	12/7/62	9:00 A.M.	Mortgage Book Vol. 752, page 495
Perry	12/7/62	1:45 P.M.	Mortgage Book 41, page 327
Pike	12/8/62	10:36 A.M.	Mortgage Book No. 83, page 54
York	12/7/62	11:09 A.M.	Mortgage Book 27-M, page 377