



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 April 28, 1980*

11737-K  
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) June 1, 1966 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, 1983



11737-K

RECORDATION NO.....Filed 1425

[CONFORMED COPY WITH RECORDATION DATA] 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 June 1, 1966*

MORGAN GUARANTY TRUST COMPANY OF NEW YORK  
hereby certifies that its Residence and Post Office  
Address is 23 Wall Street, Borough of Manhattan,  
City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By ROBERT P. HOWE  
*Vice President.*

---

**THIS SUPPLEMENTAL INDENTURE**, made the first day of June, 1966, 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, May 1, 1960, December 1, 1962, March 20, 1964 and July 1, 1965, 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 thirteenth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 5¾% Series due 1996" (hereinafter sometimes referred to as the "bonds of the 1996 Series"), and to provide for the issue thereof as coupon bonds and as fully registered bonds without coupons; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

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

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

#### ARTICLE I.

##### CREATION OF FIRST MORTGAGE BONDS, 5¾% SERIES DUE 1996, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the thirteenth 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, 5¾% Series due 1996". All coupon bonds of the 1996 Series shall be dated June 1, 1966. All fully registered bonds of the 1996 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1996 Series shall be payable on June 1, 1996, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency, at the rate of five and three-quarters per centum (5¾%) per annum, payable semi-annually on June 1 and December 1 of each year, beginning December 1, 1966, 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 1996 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 1996 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 1996 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1996 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 1996 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 1996 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 1996 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 1996 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 June 1	Regular Redemption Prices		Lower Scale Redemption Prices		
	Regular Redemption Prices	Lower Scale Redemption Prices	Regular Redemption Prices	Lower Scale Redemption Prices	
1966.....	107.19	101.44	1981.....	103.48	101.01
1967.....	106.95	101.42	1982.....	103.23	100.96
1968.....	106.70	101.40	1983.....	102.98	100.92
1969.....	106.45	101.38	1984.....	102.73	100.87
1970.....	106.20	101.36	1985.....	102.48	100.82
1971.....	105.96	101.34	1986.....	102.24	100.76
1972.....	105.71	101.31	1987.....	101.99	100.70
1973.....	105.46	101.28	1988.....	101.74	100.64
1974.....	105.21	101.26	1989.....	101.49	100.58
1975.....	104.96	101.23	1990.....	101.24	100.51
1976.....	104.72	101.19	1991.....	101.00	100.44
1977.....	104.47	101.16	1992.....	100.75	100.36
1978.....	104.22	101.13	1993.....	100.50	100.28
1979.....	103.97	101.09	1994.....	100.25	100.19
1980.....	103.72	101.05	1995.....	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 1996 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 1996 Series for the aggregate principal amount of Fifteen million dollars (\$15,000,000), being the initial issue of bonds of the 1996 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 1996 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 1996 Series shall be secured by the lien of the Mortgage, clause (A) (II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 4 of the Supplemental Indenture dated May 1, 1960.

SECTION 5. So long as any of the bonds of the 1996 Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20

of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 6 of the Supplemental Indenture dated December 1, 1950.

SECTION 6. So long as any of the bonds of the 1996 Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 7. So long as any of the bonds of the 1996 Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants and agreements set forth in Article I, Section 7 of the Supplemental Indenture dated June 1, 1957, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

## ARTICLE II.

### FORM OF THE BONDS OF THE 1996 SERIES

The form of the bonds of the 1996 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 1996 SERIES]

#### METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

#### FIRST MORTGAGE BOND

\$1000                      5¾% Series due 1996                      No.....

DUE JUNE 1, 1996

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 June 1, 1996, 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 June 1, 1966, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of five and three-quarters per centum ( $5\frac{3}{4}\%$ ) per annum, payable semi-annually on June 1 and December 1 of each year, beginning December 1, 1966, but only upon presentation and surrender of the coupons for such interest installments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity of this bond until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds,  $5\frac{3}{4}\%$  Series due 1996 (hereinafter referred to as "bonds of the 1996 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, December 1, 1962, March 20, 1964, July 1, 1965 and June 1, 1966,

called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action

would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1996 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1996 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 aggre-

gate 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 1996 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 1996 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 1996 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 1996 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: June 1, 1966.

METROPOLITAN EDISON COMPANY,

By .....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF INTEREST COUPON FOR BONDS OF THE 1996 SERIES]

\$28.75

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, 5¾% Series due 1996, No. \_\_\_\_\_. This coupon shall be treated as negotiable.

.....  
*Treasurer.*

## [FORM OF FULLY REGISTERED BOND OF THE 1996 SERIES]

## METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND

\$. . . . . 5¾% Series due 1996 No. . . . .

DUE JUNE 1, 1996

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 June 1, 1996, 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 five and three-quarters per centum (5¾%) 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, 5¾% Series due 1996 (hereinafter referred to as "bonds of the 1996 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 provi-

sions 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, December 1, 1962, March 20, 1964, July 1, 1965 and June 1, 1966, 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 1996 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1996 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 1996 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 1996 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 1996 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 1996 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 por-

tions, 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 1996 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

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

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
TRUSTEE

By .....  
*Authorized Officer.*

## ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY  
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successors and assigns forever, all of the following described property, to wit:

## FIRST.

## PARCEL NUMBER ONE

## HAMILTON SUBSTATION SITE

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

BEGINNING at a monument in the westerly boundary line of a public road known as Township Route number 552, leading from State Legislative Route number 190 to State Legislative Route number 01003, said monument being in line of lands now or formerly of Merle A. Bievenour; thence leaving the said Township Route number 552 and extending along said lands now or formerly of Merle A. Bievenour South 12 degrees 44 minutes West 142.77 feet to a monument marking a corner of lands now or formerly of Bruce L. Anderson; thence extending along said lands now or formerly of Bruce L. Anderson the following four (4) courses and distances, namely: (1) South 13 degrees 9 minutes West 251.88 feet to a monument; (2) South 65 degrees 15 minutes West 157.51 feet to a monument; (3) North 26 degrees 34 minutes West 798.90 feet to a monument; (4) North 63 degrees 26 minutes East 400 feet to a monument in the aforesaid westerly boundary line of Township Route number 552; thence extending along the said westerly boundary line of Township Route number 552 the following two (2)

courses and distances, namely: (1) South 26 degrees 34 minutes East 390 feet to a point; (2) South 31 degrees 9 minutes East 110 feet to the place of beginning. Containing 6.57 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Bruce L. Anderson and Ruthetta A. Anderson, his wife, by deed dated January 6, 1966, and recorded January 6, 1966, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book Vol. 254, page 949.

## PARCEL NUMBER TWO

### NEW BOYERTOWN OFFICE AND SERVICE BUILDING SITE

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

BEGINNING at a monument in the easterly boundary line of a public road, Legislative Route 06105, also known as Montgomery Avenue, leading from New Berlinville to Boyertown, said monument being in line of lands now or formerly of Ernest Moyer; thence leaving said public road and along said lands now or formerly of Ernest Moyer the following two (2) courses and distances, namely: (1) North 69 degrees East 148.48 feet to a monument; (2) North 18 degrees 26 minutes West 100 feet to a monument in line of lands now or formerly of Mahlon Moyer; thence along said lands now or formerly of Mahlon Moyer the following two (2) courses and distances, namely: (1) North 68 degrees 59 minutes East 501.36 feet to a monument; (2) South 1 degree 43 minutes West 743.70 feet to a monument marking a corner of lands now or formerly of Edna R. Miller, widow; thence along said lands now or formerly of Edna R. Miller, widow, South 69 degrees 23 minutes West 393.28 feet to a monument in the aforesaid easterly boundary line of Legislative Route 06105, also known as Montgomery Avenue; thence along the said easterly boundary line North 18 degrees 26 minutes West 583.89 feet to the monument, the place of beginning. Containing 7.862 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Edna R. Miller, widow, by deed dated August 6, 1965, and recorded August 6, 1965, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1471, page 473.

## PARCEL NUMBER THREE

## ADDITION TO LORANE SUBSTATION SITE

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

BEGINNING at a rail monument in line of other property of Metropolitan Edison Company, the said rail monument marking the most northwesterly corner of the tract herein described, and being a corner common to property now or formerly of Reading Company, the said monument also being located the following two (2) courses and distances (measured along the boundary line of property now or formerly of said Reading Company and Metropolitan Edison Company) from a concrete monument in the southwesterly boundary line of a fifty (50) feet wide street known as Broad Street leading to U. S. Route 422, namely: (1) South zero (0) degrees thirteen (13) minutes East, a distance of one hundred and sixty-six hundredths (100.66) feet to a concrete monument; (2) South fifty (50) degrees thirteen (13) minutes East, a distance of eighty-one and ninety-five hundredths (81.95) feet to the said place of beginning; thence from the said place of beginning and extending partly along the said property of Metropolitan Edison Company, partly along property now or formerly of Allen H. Levan, and passing thru a concrete monument seventy-five (75) feet from the said place of beginning, South fifty (50) degrees thirteen (13) minutes East, a distance of one hundred (100.00) feet to a rail monument marking a corner of property now or formerly of Reading Company, thence along said property now or formerly of Reading Company the following three (3) courses and distances, namely: (1) South thirty-nine (39) degrees forty-seven (47) minutes West, a distance of forty-two (42.00) feet to a rail monument, said rail monument being thirty-three (33) feet distant from the centerline of Reading Company's Main Line leading from Reading to Birdsboro; (2) North fifty (50) degrees thirteen (13) minutes West, a distance of one hundred (100.00) feet to a point, said point also being thirty-three (33) feet distant from the said centerline of Reading Company's Main Line; (3) North thirty-nine (39) degrees forty-seven (47) minutes East, passing through a rail monument three (3.00) feet from the last described corner, a distance of forty-two (42.00) feet to the place of beginning. Containing 4,200.00 square feet of land.

BEING the same premises appropriated and condemned by Metropolitan Edison Company by its declaration of taking filed on May 20, 1966 in the Office of the Prothonotary of Berks County, Pennsylvania, to No. 123 June Term 1966, of which notice was recorded the same date in the Office for the Recording of Deeds in and for Berks County, Pennsylvania.

PARCEL NUMBER FOUR

SOUTH BLANDON SUBSTATION SITE  
TRACT No. 1

ALL THAT CERTAIN tract or parcel of land situate in the Township of Maidenecreek, Berks County, Pennsylvania, bounded and described in accordance with a survey by A. E. Naylor, Registered Surveyor, as follows, to wit:

BEGINNING at a monument in the southerly boundary line of a 33 foot wide street known as Blandon Avenue (extended), said monument being distant 392.51 feet measured in a southwesterly direction along the said southerly boundary line from the intersection of said southerly boundary line and the centerline of Midway Avenue (extended); thence along lands now or formerly of John E. Phillips South 20 degrees 13 minutes East 251.22 feet to a monument in the northerly boundary line of a 60 foot wide road known as Legislative Route 06117 linking Reading and Blandon; thence along the said northerly boundary, by a line curving to the right having a radius of 2834.93 feet, a chord bearing of South 65 degrees 46 minutes West and a distance of 299.88 feet, a distance along the arc of the curve of 300 feet to a monument; thence along lands now or formerly of said John E. Phillips North 20 degrees 13 minutes West 272.59 feet to a monument in the aforesaid southerly boundary line of Blandon Avenue (extended); thence along the said southerly boundary line North 69 degrees 47 minutes East 299 feet to the monument, the place of beginning. Containing 1.80 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by John E. Phillips, single man, by deed dated September 30, 1965, and recorded September 30, 1965, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1474, page 816.

## TRACT No. 2

ALL THAT CERTAIN tract or parcel of land situate in the Township of Maidencreek, Berks County, Pennsylvania, bounded and described in accordance with a survey by A. E. Naylor, Registered Surveyor, as follows, to wit:

BEGINNING at a monument in the southerly boundary line of a public road known as Legislative Route 06117 linking Reading and Blandon, said monument being distant 30 feet measured from and perpendicular to the centerline of said Legislative Route 06117, said monument being also in the easterly line of lands now or formerly of Ira Van Horn; thence along the aforesaid southerly boundary line of Legislative Route 06117 by a curve to the left having a radius of 2894.93 feet, a chord bearing of North 65 degrees 46 minutes East 101.03 feet, a distance along the arc of the curve of 101.05 feet to a monument; thence along lands now or formerly of A. Lee Long South 25 degrees 43 minutes East 195.25 feet to a monument in the northerly boundary line of Reading Company Railroad; thence along the aforesaid northerly boundary line the following three (3) courses and distances, namely: (1) South 68 degrees 5 minutes West 38.37 feet to a monument; (2) South 23 degrees 38 minutes East 58.75 feet to a monument; (3) South 71 degrees 31 minutes West 70.16 feet to a monument marking the southeasterly corner of lands now or formerly of Ira Van Horn; thence along said lands now or formerly of Ira Van Horn North 23 degrees 36 minutes 34 seconds West 245.17 feet to the monument, the place of beginning. Containing 0.554 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by A. Lee Long, single man, by deed dated September 30, 1965, and recorded September 30, 1965, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1474, page 821.

## PARCEL NUMBER FIVE

## RIVERVIEW OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate along the southerly side of a public road, Township Route No. 547, known as the "Tuckerton Road", leading from Township Route No. 574, known as "Stoudt's Ferry Bridge Road", to Pennsylvania State Traffic Route

No. 61, known as the "Pottsville Pike", in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument marking the intersection of the southerly boundary line of the said Township Route No. 547, a 33 foot wide road, and the westerly boundary line of lands now or formerly of the Reading Company—Main Line, said concrete monument also marking the most northeasterly corner of the herein described premises; thence from the said place of beginning and in and along said boundary line of lands now or formerly of the Reading Company—Main Line, South 18 degrees 37 minutes East 150 feet to a concrete monument marking a corner of lands now or formerly of Theresa A. Serencse, also known as Theresa A. Serence, widow; thence along said lands now or formerly of Theresa A. Serencse, also known as Theresa A. Serence, widow, the following two (2) courses and distances, namely: (1) South 71 degrees 23 minutes West 210 feet to a concrete monument; (2) North 18 degrees 37 minutes West 141.53 feet to a concrete monument in the southerly boundary line of the aforesaid Township Route No. 547; thence in and along the said southerly boundary line of Township Route No. 547 North 69 degrees 4 minutes 30 seconds East 210.17 feet to the place of beginning. Containing 30,610.65 square feet of land.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Theresa A. Serencse, also known as Theresa A. Serence, widow, by deed dated April 25, 1966, and recorded April 26, 1966, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1485, page 387.

#### PARCEL NUMBER SIX

#### THIRD AND GREEN STREETS SUBSTATION SITE

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

BEGINNING at the intersection of the easterly street line of North Third Street, a 50 foot wide street, with the northerly line of Spring Street (formerly Spring Alley), a 15 foot wide street; thence along said easterly line of North Third Street North 5 degrees 49 minutes 41 seconds West 311.90 feet to a point; thence leaving said easterly line

of North Third Street North 84 degrees 10 minutes 19 seconds East 94 feet to a point; thence North 5 degrees 49 minutes 41 seconds West 105 feet to a point; thence South 84 degrees 10 minutes 19 seconds West 94 feet to a point in said easterly line of North Third Street; thence along said easterly line of North Third Street South 5 degrees 49 minutes 41 seconds East 105 feet to the place of beginning. Containing 0.227 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Bethlehem Steel Corporation by deed dated October 29, 1965, and recorded January 3, 1966, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book 50, page 421.

### PARCEL NUMBER SEVEN

#### ADDITION TO SOUTH LEBANON SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate on the southerly side of Legislative Route number A-2213, leading from Township Route number 393 to Township Route number 389, in the Township of South Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin marking the intersection of the southerly boundary line of Legislative Route number A-2213, a 34 foot wide street, and the easterly boundary line of an 18 foot wide private lane, said iron pin also marking the most northerly corner of the herein described premises; thence extending in and along the southerly boundary line of said Legislative Route number A-2213 South 38 degrees zero minutes East 110 feet to a concrete monument marking a corner of lands now or formerly of George W. Page; thence along said lands now or formerly of George W. Page the following two (2) courses and distances, namely: (1) South 52 degrees zero minutes West 276 feet to a concrete monument; (2) North 38 degrees zero minutes West 110 feet to a concrete monument in the easterly boundary line of the aforesaid 18 foot wide private lane; thence in and along the easterly boundary line of the said 18 foot wide private lane North 52 degrees zero minutes East 276 feet to the place of beginning. Containing 30,360.00 square feet of land.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by George W. Page and Jane M. Page, his wife, by

deed dated March 28, 1966, and recorded March 28, 1966, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book No. 51, page 589.

### PARCEL NUMBER EIGHT

#### STROUDSBURG OFFICE AND SERVICE BUILDING SITE

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

BEGINNING at a monument on the westerly boundary line of the 33 foot wide public road known as Legislative Route 45058 leading from East Stroudsburg to Minisink Hills, said monument being also distant 16.5 feet measured from and perpendicular to the centerline of said public road and also being in line of lands now or formerly of Bethel M. Schiele; thence leaving said road and along said lands now or formerly of Bethel M. Schiele North 56 degrees East 1020.95 feet to a monument in line of lands now or formerly of David Mazer; thence along said lands now or formerly of David Mazer South 40 degrees 39 minutes East 286.12 feet to a monument marking a corner of lands now or formerly of James C. Mosier; thence along said lands now or formerly of James C. Mosier the following two (2) courses and distances, namely: (1) South 48 degrees 58 minutes 15 seconds West 654.04 feet to a monument; (2) South 30 degrees 16 minutes 45 seconds East 30.20 feet to a monument marking a corner of lands now or formerly of Ivor Peterson; thence along said lands now or formerly of Ivor Peterson South 50 degrees 57 minutes 30 seconds West 390.10 feet to a monument in the aforesaid westerly boundary line of Legislative Route 45058; thence along the said westerly boundary line the following two (2) courses and distances, namely: (1) North 34 degrees 55 minutes West 28.82 feet to a point; (2) North 36 degrees West 400.07 feet to the monument, the place of beginning. Containing 8.48 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 18, 1965, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Vol. 331, page 32.

## PARCEL NUMBER NINE

## RIGHT OF WAY

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

BEGINNING at an iron pin in line of lands now or formerly of Arthur Snyder, said iron pin being in the southerly boundary line of a public road known as Legislative Route 66012 linking Martinsville and Legislative Route 66014, said iron pin being also distant 16.5 feet measured from and perpendicular to the centerline of the said Legislative Route 66012; thence along lands now or formerly of Arthur Snyder the following two (2) courses and distances, namely: (1) South 40 degrees 19 minutes East 82.49 feet to an iron pin; (2) South 23 degrees 59 minutes 34 seconds East 120.08 feet to an iron pin in line of lands now or formerly of Ammon A. Shoff; thence along said lands now or formerly of Ammon A. Shoff South 69 degrees 31 minutes West 57 feet to an iron pin marking the southeasterly corner of lands now or formerly of Pride J. Arnold; thence along said lands now or formerly of Pride J. Arnold North 30 degrees 30 minutes West 174.16 feet to an iron pin in the aforementioned southerly boundary line of Legislative Route 66012; thence along the said southerly boundary line North 42 degrees 59 minutes East 58.08 feet to the iron pin, the place of beginning. Containing 0.273 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 22, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 58-R, page 236.

## PARCEL NUMBER TEN

## RIGHT OF WAY

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

BEGINNING at an iron pin in line of land now or formerly of Edwin S. Shoff, said iron pin being in the southerly boundary line of a public

road known as Legislative Route 66012 linking Martinsville and Legislative Route 66014, said iron pin being also distant 16.5 feet from and measured perpendicular to the centerline of said Legislative Route 66012; thence along lands now or formerly of Edwin S. Shoff South 30 degrees 30 minutes East 174.16 feet to an iron pin in line of lands now or formerly of Ammon A. Shoff; thence along said lands now or formerly of Ammon A. Shoff South 69 degrees 31 minutes West 373.79 feet to an iron pin in the aforesaid southerly boundary line of Legislative Route 66012; thence along the said southerly boundary line North 42 degrees 59 minutes East 383.93 feet to the iron pin, the place of beginning. Containing 0.736 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 22, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 58-R, page 240.

#### PARCEL NUMBER ELEVEN

##### RIGHT OF WAY

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

BEGINNING at an iron pin in the northerly boundary line of a 33 foot wide public road known as Legislative Route 66019 linking York and Yorkanna, said iron pin being distant 510 feet, more or less, measured in an easterly direction along the centerline of said Legislative Route 66019 from the intersection of said centerline and the centerline of a second public township road No. 770, said iron pin being also distant 16.5 feet from and measured perpendicular to the centerline of Legislative Route 66019 and marking a corner of lands now or formerly of Walter Gohn; thence along said lands now or formerly of Walter Gohn and lands now or formerly of Samuel A. Newcomer North 5 degrees 30 minutes West 554.14 feet to a monument in line of lands now or formerly of E. J. Bowser Sr.; thence along said lands now or formerly of E. J. Bowser Sr. the following two (2) courses and distances, namely: (1) South 84 degrees 32 minutes East 105.25 feet to a monument; (2) thence along the westerly side of a 20 foot wide driveway South 5 degrees 1 minute 542.43 feet to a monument in the northerly boundary line of the aforementioned Legislative Route

66019; thence along the said northerly boundary line South 89 degrees 18 minutes West 99.08 feet to the monument, the place of beginning. Containing 1.285 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 22, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 58-R, page 244.

## PARCEL NUMBER TWELVE

### RIGHT OF WAY

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

BEGINNING at an iron pin in the southerly boundary line of a public road known as Legislative Route 66019 linking Glades and Hallam, said iron pin being distant 16.5 feet measured from and perpendicular to the centerline of said Legislative Route 66019 and being also in line of lands now or formerly of George Poff; thence along the said southerly boundary line of Legislative Route 66019 North 86 degrees 39 minutes 6 seconds East 261.50 feet to an iron pin in line of lands now or formerly of Ralph Moul; thence along said lands now or formerly of Ralph Moul South 3 degrees 45 minutes East 208.01 feet to a concrete monument in line of lands now or formerly of Ken C. Landis; thence along said lands now or formerly of Ken C. Landis South 86 degrees 10 minutes West 240.85 feet to a concrete monument marking a corner of lands now or formerly of George Poff; thence along said lands now or formerly of George Poff the following three (3) courses and distances, namely: (1) North zero degrees 24 minutes East 30 feet to a concrete monument; (2) South 86 degrees 10 minutes West 39.87 feet to a concrete monument; (3) North 1 degree 40 minutes East 181.15 feet to the iron pin, the place of beginning. Containing 1.275 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 22, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 58-R, page 228.

## PARCEL NUMBER THIRTEEN

## RIGHT OF WAY

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

BEGINNING at an iron pin in the southerly boundary line of a public road known as Legislative Route 66019 linking Glades and Hallam, said iron pin being the northeasterly corner of lands now or formerly of Richard W. Fahs and being also distant 16.5 feet measured perpendicular to the centerline of said Legislative Route 66019; thence along the said southerly boundary line of said Legislative Route 66019 the following two (2) courses and distances, namely: (1) North 78 degrees 33 minutes East 25.29 feet to a point; (2) North 85 degrees 46 minutes East 154.76 feet to a concrete monument marking the northwesterly corner of lands now or formerly of Leroy P. Brenneman; thence along said lands now or formerly of Leroy P. Brenneman the following three (3) courses and distances, namely: (1) South 1 degree 40 minutes West 181.15 feet to a concrete monument; (2) North 86 degrees 10 minutes East 39.87 feet to a concrete monument; (3) South zero degrees 24 minutes West 30 feet to a concrete monument marking a corner of lands now or formerly of Ken C. Landis; thence along said lands now or formerly of Ken C. Landis the following three (3) courses and distances, namely: (1) South 1 degree 1 minute West 442.97 feet to an iron pin; (2) South 7 degrees 23 minutes East 329.96 feet to an iron pin; (3) North 85 degrees 30 minutes West 111 feet to an iron pin marking a corner of lands now or formerly of Harry A. Shurmeyer; thence along said lands now or formerly of Harry A. Shurmeyer the following two (2) courses and distances, namely: (1) North 6 degrees 52 minutes West 526.62 feet to an iron pin; (2) South 65 degrees 1 minute West 25.41 feet to an iron pin marking the southeasterly corner of lands now or formerly of Richard W. Fahs; thence along said lands now or formerly of Richard W. Fahs North 6 degrees 40 minutes West 444.25 feet to the iron pin, the place of beginning. Containing 3.12 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Raymond E. Sypher and Anna M. Sypher, his wife, by deed dated October 13, 1965, and recorded October 22, 1965, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 58-R, page 232.

## 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 and its corporate seal to be hereunto affixed

by a Vice President 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:

*J. T. Clark*  
.....  
J. T. Clark

*T. J. Foley*  
.....  
T. J. Foley

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By *Robert P. Howe*  
.....  
Robert P. Howe, *Vice President.*

Attest: *D. G. Hope*  
.....  
D. G. Hope, *Asst. Secretary.*

[CORPORATE SEAL]

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

*J. T. Clark*  
.....  
J. T. Clark

*T. J. Foley*  
.....  
T. J. Foley

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

On the 15th day of June, 1966, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, 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.

*David W. Cree*  
.....  
DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1968

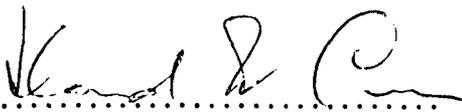
[NOTARIAL SEAL]

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

On the 15th day of June, 1966, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared D. G. HOPE, 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 ROBERT P. HOWE, 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 ROBERT P. HOWE, 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.

  
 .....  
 D. G. Hope, 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.

  
 .....  
 DAVID W. CREE  
 Notary Public, State of New York  
 No. 60-5854200 Qual. in West. Co.  
 Cert. filed in New York County  
 Commission Expires March 30, 1968

[NOTARIAL SEAL]

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

METROPOLITAN EDISON COMPANY,

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

Attest: [CORPORATE SEAL]

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

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

/s/ J. T. CLARK  
J. T. Clark

/s/ T. J. FOLEY  
T. J. Foley

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By /s/ ROBERT P. HOWE  
Robert P. Howe, *Vice President.*

Attest: [CORPORATE SEAL]

/s/ D. G. HOPE  
D. G. Hope, *Asst. Secretary.*

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

/s/ J. T. CLARK  
J. T. Clark

/s/ T. J. FOLEY  
T. J. Foley

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

On the 15th day of June, 1966, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, 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.

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

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

/s/ DAVID W. CREE  
 DAVID W. CREE  
 Notary Public, State of New York  
 No. 60-5854200 Qual. in West. Co.  
 Cert. filed in New York County  
 Commission Expires March 30, 1968

[NOTARIAL SEAL]

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

On the 15th day of June, 1966, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared D. G. HOPE, 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 ROBERT P. HOWE, 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 ROBERT P. HOWE, as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ D. G. HOPE  
D. G. Hope, *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.

/s/ DAVID W. CREE  
DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1968

[NOTARIAL SEAL]

RECORDING DATA OF  
 METROPOLITAN EDISON COMPANY'S  
 SUPPLEMENTAL INDENTURE DATED JUNE 1, 1966

<u>County</u>	<u>Date</u>	<u>Place of Recording</u>
Adams	6/17/66	Mortgage Book Vol. 14, Page 979
Berks	6/16/66	Mortgage Book No. 1058, Page 535
Bucks	6/16/66	Mortgage Book 1642, Page 73
Chester	6/17/66	Mortgage Book H 32, Page 184
Cumberland	6/16/66	Mortgage Book Vol. 481, Page 47
Dauphin	6/16/66	Mortgage Book U, Vol. 45, Page 422
Lancaster	6/17/66	Mortgage Book 873, Page 1136
Lebanon	6/17/66	Mortgage Book 272, Page 539
Lehigh	6/16/66	Mortgage Book Vol. 956, Page 1
Monroe	6/16/66	Mortgage Book Vol. 184, Page 860
Montgomery	6/17/66	Mortgage Book No. 3531, Page 350
Northampton	6/16/66	Mortgage Book Vol. 840, Page 473
Perry	6/16/66	Mortgage Book 49, Page 270
Pike	6/16/66	Mortgage Book No. 96, Page 989
York	6/17/66	Mortgage Book 30-X, Page 618