

Met-Ed

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

INTERSTATE COMMERCE COMMISSION

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

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

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

No. **0-120A124**

Date **APR 29 1980**

Fee \$ **300.00**

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

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

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

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

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

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

Very truly yours,

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

kz

Enclosures

*Countersigned for 26 copies Met-Ed Read Durr
of 1/Original*

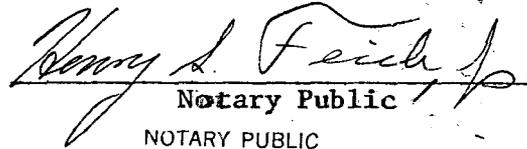
11737 P
RECORDATION NO. Filed 1425

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, 1973 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.


Notary Public

NOTARY PUBLIC
Muhlenberg Township, Berks Co., Pa.
My Commission Expires Sept. 14, 1983

(SEAL)

11737P
RECORDATION NO. Filed 1425
APR 29 1980 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY WITH RECORDATION DATA]

METROPOLITAN EDISON COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated December 1, 1973

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 /s/ R. E. SPARROW
Vice President.

THIS SUPPLEMENTAL INDENTURE, made the first day of December, 1973, 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, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971 and May 1, 1972, 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 eighteenth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 8½% Series due 2003" (hereinafter sometimes referred to as the "bonds of the 2003 Series"), and to provide for the issuance thereof only as fully registered bonds; 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 sealing 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, 8 $\frac{1}{2}$ % Series Due 2003, and Specification of Certain Matters With Respect Thereto.

SECTION 1. The Company hereby creates the eighteenth 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, 8 $\frac{1}{2}$ % Series due 2003". Each bond of the 2003 Series shall be dated the date of its authentication and shall bear interest from December 1, 1973, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the 2003 Series, except that so long as there is no existing default in the payment of interest on the bonds of the 2003 Series, any bond of the 2003 Series authenticated by the Trustee between the record date (as hereinafter defined) for any interest payment date and such interest payment date shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in payment of the interest due on such interest payment date, then any such bond of the 2003 Series shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of

the 2003 Series, or, if no interest has been paid on bonds of the 2003 Series, then from December 1, 1973. All bonds of the 2003 Series shall be payable on December 1, 2003, 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 eight and one-half per centum ($8\frac{1}{2}\%$) 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 2003 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The persons in whose names bonds of the 2003 Series are registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds of the 2003 Series as provided for herein on a date subsequent to the record date and prior to such interest payment date interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of any bond of the 2003 Series upon any registration of transfer or exchange subsequent to the record date and prior to such interest payment date; provided, however, that if, and to the extent, the Company shall default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the persons in whose names outstanding bonds of the 2003 Series are registered on the day immediately preceding the date of payment of such defaulted interest or, at the election of the Company, on a subsequent record date established by notice given by mail by or on behalf

of the Company to the holders of bonds of the 2003 Series not less than fifteen days preceding such subsequent record date.

The term "record date" shall mean, with respect to any regular semi-annual interest payment date, the close of business on the fifteenth day of the calendar month next preceding such interest payment date (or if such fifteenth day is not a business day, the next preceding business day) or, in the case of defaulted interest, the close of business on any subsequent record date established as provided above.

The bonds of the 2003 Series shall be issuable only as fully registered bonds in the denominations of \$1,000 and any integral multiple thereof. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

All bonds of the 2003 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, after notice mailed to each registered holder of such bonds 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"; provided, however, that prior to December 1, 1978, none of the bonds of the 2003 Series may be so redeemed at the option of the Company if the moneys for such redemption are obtained by the Company directly or indirectly from or in anticipation of borrowings by or for the account of the Company at an interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted) of 8.35% per annum or less, except that this proviso shall not be applicable to redemptions of bonds of the 2003 Series in connection with any merger or consolidation to which the Company may be a party if the ratio of (i) the principal amount of the bonds of the 2003 Series redeemed in connection with any such merger or consolidation to (ii) the total principal amount of the bonds of all series so redeemed does not exceed the ratio of (i) the aggregate principal

amount of the bonds of the 2003 Series outstanding at the time to (ii) the aggregate principal amount of bonds of all series outstanding at that time; and the bonds of the 2003 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like 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
1973	110.15	101.65	1988	104.90	101.27
1974	109.80	101.63	1989	104.55	101.23
1975	109.45	101.62	1990	104.20	101.18
1976	109.10	101.60	1991	103.85	101.13
1977	108.75	101.59	1992	103.50	101.07
1978	108.40	101.57	1993	103.15	101.01
1979	108.05	101.55	1994	102.80	100.94
1980	107.70	101.53	1995	102.45	100.87
1981	107.35	101.50	1996	102.10	100.79
1982	107.00	101.48	1997	101.75	100.70
1983	106.65	101.45	1998	101.40	100.61
1984	106.30	101.42	1999	101.05	100.51
1985	105.95	101.39	2000	100.70	100.40
1986	105.60	101.35	2001	100.35	100.28
1987	105.25	101.32	2002	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; provided, however, that on any such redemption the portion of such cash applied to the redemption of bonds of the 2003 Series at the applicable lower scale redemption price shall not exceed that fraction of such cash which is equal to the ratio of (i) the aggregate principal amount of bonds of the 2003 Series outstanding at that time to (ii) the aggregate principal amount of bonds of all series outstanding at that time. Any notice of redemption of bonds of the 2003 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 2003 Series for the aggregate principal amount of Twenty million dollars (\$20,000,000), being the initial issue of bonds of the 2003 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 2003 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 2003 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 2003 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 2003 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 2003 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.

SECTION 8. In case less than all of the bonds of the 2003 Series at the time outstanding are called for redemption, the Company shall not be required (i) to exchange or register transfers of any bonds of the 2003 Series for a period of 10 days before the mailing of a notice of redemption of bonds of the 2003 Series, (ii) to exchange or register transfer of any bond of the 2003 Series called for redemption in its entirety or (iii) to exchange or register transfer of any portion of a bond of the 2003 Series which portion has been called for redemption.

SECTION 9. The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or registration of transfer of any bond of the 2003 Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange or registration of transfer thereof.

ARTICLE II.

Form of the Bonds of the 2003 Series.

The form of the bonds of the 2003 Series and the Trustee's authentication certificate to be endorsed thereupon shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF FACE OF 2003 SERIES BONDS]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 8½% SERIES DUE 2003

DUE DECEMBER 1, 2003

\$.....

No.....

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to _____ or registered assigns, _____ Dollars on December 1, 2003, 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 eight and one-half per centum (8½%) per annum, at said office or agency in like coin or currency, from December 1, 1973, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the

2003 Series (subject to certain exceptions provided in the Mortgage hereinafter mentioned), 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. The interest so payable on any June 1 or December 1 will, subject to certain exceptions provided in said Mortgage, be paid to the person in whose name this bond (or the bond or bonds in exchange or substitution for which this bond was issued) was registered on the close of business on the 15th day of the calendar month next preceding such June 1 or December 1.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

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 2003 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.

[FORM OF REVERSE OF 2003 SERIES BONDS]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 8½% SERIES DUE 2003

DUE DECEMBER 1, 2003

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, 8½% Series due 2003 (herein referred to as "bonds of the 2003 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, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972 and December 1, 1973, 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 bonds of the 2003 Series are issuable only as fully registered bonds in denominations of \$1,000 and any integral multiple of \$1,000. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

The bonds of the 2003 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, after notice mailed to each registered holder of such bonds 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"; provided, however, that prior to December 1, 1978, none of the bonds of the 2003 Series may be so redeemed at the option of the Company if the moneys for such redemption are obtained by the Company directly or indirectly from or in anticipation of borrowings by or for the account of the Company at an interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted) of 8.35% per annum or less, except that this proviso shall not be applicable to redemptions of bonds of the 2003 Series in connection with any merger or consolidation to which the Company may be a party if the ratio of (i) the principal amount of the bonds of the 2003 Series redeemed in connection with any such merger or consolidation to (ii) the total principal amount of the bonds of all series so redeemed does not exceed the ratio of (i) the aggregate principal amount of the bonds of the 2003 Series outstanding at the time to (ii) the aggregate principal amount of bonds of all series outstanding at that time; and the bonds of the 2003 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on mailing of like 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 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, subject to certain limitations set forth in the Mortgage, 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 thereupon, a new 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.

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:

All property, real, personal and mixed, tangible and intangible, owned by the Company, or in which it owns an interest, on the date of the execution hereof, or (subject to the provisions of Article XIII

of the Original Indenture) which may hereafter be acquired by it, wheresoever situate, and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, except such property as is hereinafter expressly excepted and excluded from the lien and operation of the Mortgage.

The property covered by the lien of the Mortgage shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

FIRST.

PARCEL NUMBER ONE

ADDITIONS TO BERNE GENERATING STATION SITE
Purpart No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Arnold P. Bohn and Delphine Shappell Bohn, his wife, by deed dated October 5, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1617, Page 157.

Purpart No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Donald L. Behler, singleman, by deed dated November 30, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1620, Page 672.

Purpart No. 3

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and

Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Leo S. Houck and Verna I. Houck, his wife, by deed dated September 5, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1615, Page 113.

Purpart No. 4

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Paul V. Rhoads and Hilda M. Rhoads, his wife, by deed dated September 5, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1615, Page 147.

Purpart No. 5

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Elwood C. Sarge and Theresa G. Sarge, his wife, by deed dated August 17, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1613, Page 1102.

Purpart No. 6

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Mabel S. Engle, widow, by deed dated September 11, 1972 and recorded on September 14, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1615, Page 1019.

Purpart No. 7

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same

premises granted and conveyed unto the Company by Ruth V. Ritter, single woman, by deed dated June 14, 1972 and recorded on June 15, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1609, Page 547.

Purpart No. 8

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Bessie L. Strauss by deed dated August 11, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1613, Page 625.

Purpart No. 9

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Morris S. Snyder and Pearl E. Snyder, his wife, by deed dated April 19, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1628, Page 985.

Purpart No. 10

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Calvin G. Rausch and Faye D. Rausch, his wife, by deed dated April 17, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1628, Page 760.

Purpart No. 11

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and

Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Catharine C. Adams, widow, by deed dated August 7, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1636, Page 157.

Purpart No. 12

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by William O. Yoder and Ruth S. Yoder, his wife, by deed dated June 20, 1973 and recorded on June 21, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1632, Page 1143.

Purpart No. 13

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Albert C. Neyer, Administrator of the Estates of Albert C. Neyer Jr. and Lottie I. Neyer, by deed dated August 8, 1973 and recorded on August 9, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1636, Page 474.

Purpart No. 14

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Scott N. Swavely and Jean Swavely, his wife, by deed dated August 16, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1636, Page 1126.

Purpart No. 15

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Wilmer T. Buckwalter and Eleanor T. Buckwalter, his wife, by deed dated September 17, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1638, Page 1115.

Purpart No. 16

ALL THAT CERTAIN tract or parcel of land in the Township of Upper Bern, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Melva D. Rentschler, widow, by deed dated October 1, 1973 and recorded on October 2, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1639, Page 992.

Purpart No. 17

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Catherine J. Strause, widow, by deed dated November 1, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1641, Page 769.

Purpart No. 18

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Andrew M. Muller, Jr. and Carol S. Muller, his wife, by deed dated February 9, 1973 and recorded on February 13, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1624, Page 856.

Purpart No. 19

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Earl Zellars, also known as Earl Zellars, and Amaia H. Zellars, also known as Amaia H. Zellars, his wife, by deed dated March 7, 1973 and recorded on March 8, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1625, Page 1284.

Purpart No. 20

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Elton H. Adam and Myrtle M. Adam, his wife, by deed dated December 2, 1972 and recorded on December 4, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1620, Page 1058.

Purpart No. 21

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Sallie Graeff, widow, by deed dated January 15, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1623, Page 165.

Purpart No. 22

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Stella M. Miller, widow, by deed dated December 1, 1972 and recorded on December 4,

1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1620, Page 1053.

Purpart No. 23

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Richard A. Schappell and Florence E. Schappell, his wife, by deed dated December 2, 1972 and recorded on December 5, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1620, Page 1101.

Purpart No. 24

ALL THAT CETRAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Joseph J. Kaiser, also known as Joseph P. Kaiser, and Mary Jane Kaiser, his wife, by deed dated April 16, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1628, Page 617.

Purpart No. 25

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Hannah M. Seyfert, widow, by deed dated August 20, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1637, Page 146.

Purpart No. 26

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Earl C. Yoder

and Helen G. Yoder, his wife, by deed dated November 8, 1972 and recorded on November 9, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1619, Page 309.

Purpart No. 27

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Mary Kaiser, widow, by deed dated January 12, 1973 and recorded on January 15, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1623, Page 78.

Purpart No. 28

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Alvin T. Dean and Carolyn S. Dean, his wife, by deed dated January 30, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1623, Page 1223.

Purpart No. 29

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Lester L. Bower and Roseanna Bower, also known as Rose Anna Bower, his wife by deed dated July 2, 1973 and recorded on July 3, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1633, Page 1058.

Purpart No. 30

ALL THOSE CERTAIN three tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and

Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Clyde C. Kershner and Sharon F. Kershner, his wife, by deed dated September 17, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1638, Page 1079.

Purpart No. 31

ALL THAT CERTAIN tract or parcel of land in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Therman C. Noecker and Mae S. Noecker, his wife, by deed dated August 7, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1636, Page 151.

Purpart No. 32

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Claude E. Schollenberger, widower, by deed dated September 14, 1972 and recorded on September 15, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1615, Page 1037.

Purpart No. 33

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Robert L. Merkt and Barbara A. Merkt, his wife, by deed dated July 13, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1634, Page 642.

PARCEL NUMBER TWO

ADDITION TO TITUS GENERATING STATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Cumru, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Clarence S. Strunk and Mary G. Strunk, his wife, by deed dated September 5, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1638, Page 74.

PARCEL NUMBER THREE

ADDITION TO NINTH AND SOUTH STREETS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the City of Reading, County of Berks and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Rhoads-Schlichter Enterprises, Inc. by deed dated February 16, 1973 and recorded on February 20, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1624, Page 1220.

PARCEL NUMBER FOUR

MICROWAVE TRANSMITTER SITE

ALL THAT CERTAIN tract or parcel of land in the Township of South Middleton, County of Cumberland and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Floyd J. Smith and Mary A. Smith, his wife, by deed dated April 5, 1972 and recorded on April 13, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book O, Volume 24, Page 544.

PARCEL NUMBER FIVE

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Lower Swatara, County of Dauphin

and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Charles R. Dugan and Natalie K. Dugan, his wife, by deed dated March 12, 1973 and recorded on March 13, 1973 in the Office for the Recording of Deeds in and for said County in Deed Book P Volume 59, Page 176.

PARCEL NUMBER SIX

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Swatara, County of Dauphin and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Charles E. Miller and Ruth I. Miller, his wife, by deed dated February 2, 1972 and recorded on February 3, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book X, Volume 57, Page 612 and re-recorded in the same Recorder's Office on April 4, 1972 in Deed Book D, Volume 58, Page 487.

PARCEL NUMBER SEVEN

BROAD STREET DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of South Lebanon, County of Lebanon and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Laura M. Edris, widow, by deed dated July 6, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book 98, Page 716.

PARCEL NUMBER EIGHT

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land in the Township of North Lebanon, County of Lebanon and Commonwealth of Pennsylvania,

Being the same premises granted and conveyed unto the Company by Frank Palevo and Marie Palevo, his wife, by deed dated April 29, 1972 and recorded on May 1, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book 96, Page 978.

PARCEL NUMBER NINE

WEIS DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Weisenberg, County of Lehigh and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Harold R. Gehringer and Mildred E. L. Gehringer, his wife, by deed dated September 26, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1167, Page 920.

PARCEL NUMBER TEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land in the Township of New Hanover, County of Montgomery and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Richard R. Zink and Frances D. Zink, his wife, by deed dated September 14, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 3788, Page 103.

PARCEL NUMBER ELEVEN

ADDITION TO PORTLAND GENERATING STATION SITE

Purpart No. 1

ALL THAT CERTAIN tract or parcel of land in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by M. B. Industrial Park, Inc. by deed dated March 20, 1972

and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 422, Page 286.

Purpart No. 2

ALL THOSE CERTAIN two tracts or parcels of land in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by M. B. Industrial Park, Inc. by deed dated March 20, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 422, Page 289.

Purpart No. 3

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Stanley J. Sosnovik, also known as Stanley Sosnovik, widower, by deed dated June 29, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 430, Page 196.

Purpart No. 4

ALL THAT CERTAIN tract or parcel of land in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Phillip Sunkel and Al Jeter, Trustees, by deed dated January 19, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 448, Page 42.

Purpart No. 5

ALL THAT CERTAIN tract or parcel of land in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Bertha E. Raesly, widow, by deed dated February 20, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 450, Page 239.

Purpart No. 6

ALL THAT CERTAIN tract or parcel of land in the Township of Upper Mt. Bethel, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Edith Weinmann, widow, by deed dated April 25, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 456, Page 83.

PARCEL NUMBER TWELVE

ADDITION TO GLENDON SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Borough of Glendon, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Easton Car and Construction Company, also known as Easton Car & Construction Co., also known as Easton Car & Construction Company, by deed dated February 14, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 450, Page 21.

PARCEL NUMBER THIRTEEN

ADDITION TO BATH SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of East Allen, County of Northampton and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Elizabeth N. Szilagyi, Executrix of the Estate of Louis S. Szilagyi, also known as Laszlo Szilagyi, by deed dated December 1, 1972 and recorded on December 4, 1972 in the Office for the Recording of Deeds in and for said County in Deed Book No. 444, Page 219.

PARCEL NUMBER FOURTEEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land in the Township of Windsor, County of York and Commonwealth of Pennsylvania, Being

the same premises granted and conveyed unto the Company by Wilfried Elliehausen and Ernest H. Elliehausen, Executors of the Estate of Theodore E. Elliehausen, by deed dated December 27, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 66-B, Page 925.

PARCEL NUMBER FIFTEEN

QUEENS DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of York, County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Marlin M. Fitz and Phyllis L. Fitz, his wife, by deed dated February 15, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for the said County in Deed Book No. 66-F, Page 906.

PARCEL NUMBER SIXTEEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Conewago, County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Glenn E. Forry and Sharen Forry, his wife, by deed dated June 21, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 65-K, Page 1152.

PARCEL NUMBER SEVENTEEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Newberry, County of York and Commonwealth of Pennsylvania, Being the same premises granted and

conveyed unto the Company by Mary Z. Gross, widow, by deed dated March 30, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 65-D, Page 174.

PARCEL NUMBER EIGHTEEN

MENGES MILL DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Jackson, County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Graybill B. Hoke and Almena S. Hoke, his wife, by deed dated March 30, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 65-D, Page 73.

PARCEL NUMBER NINETEEN

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Newberry, County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by John P. Shaffer, widower, by deed dated March 19, 1973 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 66-I, Page 659.

PARCEL NUMBER TWENTY

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Newberry, County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Otto C. Sterner and June E. Sterner, his wife, by deed dated March 30, 1972 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 65-D, Page 179.

SECOND.

Also all power houses, plants, buildings, distributing stations, substations, transforming stations and other structures for or used for or intended for use in connection with the manufacture, generation, transmission or furnishing of electricity or steam, and the machinery, fixtures, fittings and equipment thereof or appurtenant thereto, including, without limiting the generality of the foregoing, all dynamos, engines, turbines, boilers, pumps, generators, transformers, converters, regulators, excitors, meters, shafting and belting and all other apparatus and appliances for generating or producing electricity or steam, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

THIRD.

Also all transmission and distribution lines and systems, whether underground, surface or overhead, for or used for or intended for use in connection with the transmission and distribution of electricity or steam, and the conduits, mains, pipes, poles, cross arms, insulators, transformers, cables, wires, meters, fixtures, tools, supplies and all other apparatus and appliances connected therewith or appurtenant thereto which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

FOURTH.

Also all franchises, immunities, privileges, permits, licenses, easements and rights of way authorizing, permitting or facilitating the erection, maintenance or operation upon, over or under any streets, avenues, highways, alleys, lanes, walks, parks and other public places in any county, city, town, township or village, or upon, over or under any private property of poles, towers, wires, conduits, mains, pipes or other structures or apparatus for the transmission or distribution of

electricity or steam or otherwise relating to the business of producing, transmitting and distributing electricity or steam, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, mining rights, 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, telegraph and pipeline companies to maintain and operate pole lines and gas and petroleum products mains and pipes 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 subdivisions II (to the extent that such real estate is still owned by the Company) and III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property

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

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

ARTICLE V.

MISCELLANEOUS.

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

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

SECTION 3. The recitals of fact contained herein and in the bonds of the 2003 Series (other than the Trustee's certificate of authentication) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same.

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

NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a 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 G. J. Schneider
G. J. SCHNEIDER, *Vice President.*

Attest:

R. B. Heist
R. B. HEIST, *Secretary.*

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

W. W. Brewer
W. W. Brewer

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By R. E. Sparrow
R. E. SPARROW, *Vice President.*

Attest:

W. W. Brewer
W. W. BREWER, *Assistant Secretary.*

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

W. W. Brewer
W. W. Brewer

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

On the 4th day of December, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, 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 G. J. SCHNEIDER, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. SCHNEIDER as a 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.

R. B. Heist

R. B. HEIST, *Secretary.*

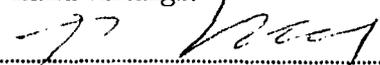
Sworn to and subscribed before me the day and year aforesaid.

Mildred Misura

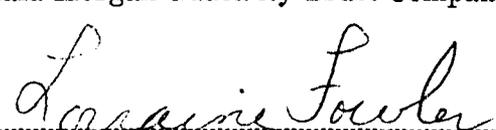
MILDRED MISURA
 Notary Public, State of New York
 No. 31-7973128
 Qualified in New York County
 Commission Expires March 30, 1974

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

On the 4th day of December, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. W. BREWER, an 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 R. E. SPARROW, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of R. E. SPARROW, as a 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.


 W. W. BREWER, Assistant Secretary.

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


 LORRAINE FOWLER

LORRAINE FOWLER
 Notary Public, State of New York
 No. 24-6368100
 Qualified in Kings County
 Certificate filed in New York County
 Commission Expires March 30, 1974

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,

[CORPORATE SEAL]

By /s/ G. J. SCHNEIDER
G. J. SCHNEIDER, *Vice President.*

Attest:

/s/ R. B. HEIST
R. B. HEIST, *Secretary.*

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

/s/ W. EDWIN OGDEN
W. EDWIN OGDEN

/s/ SAMUEL B. RUSSELL
SAMUEL B. RUSSELL

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,**

[CORPORATE SEAL]

By /s/ R. E. SPARROW
R. E. SPARROW, *Vice President.*

Attest:

/s/ W. W. BREWER
W. W. BREWER, *Assistant Secretary.*

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

/s/ P. J. CROWLEY
P. J. CROWLEY

/s/ M. CULHANE
M. CULHANE

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

On the 4th day of December, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, 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 G. J. SCHNEIDER, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. SCHNEIDER as a 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/ R. B. HEIST
 R. B. HEIST, *Secretary.*

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

[NOTARIAL SEAL]

/s/ MILDRED MISURA
 MILDRED MISURA
 Notary Public, State of New York
 No. 31-7973128
 Qualified in New York County
 Commission Expires March 30, 1974

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

On the 4th day of December, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared W. W. BREWER, an 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 R. E. SPARROW, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of R. E. SPARROW, as a 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/ W. W. BREWER
 W. W. BREWER, *Assistant Secretary.*

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

[NOTARIAL SEAL]

/s/ LORRAINE FOWLER
 LORRAINE FOWLER
 Notary Public, State of New York
 No. 24-6368100
 Qualified in Kings County
 Certificate filed in New York County
 Commission Expires March 30, 1974

**Recording Data of
METROPOLITAN EDISON COMPANY**

<u>County</u>	<u>Date of Recording</u>	<u>Place of Recording</u>
Adams	12/ 6/73	Mortgage Book 52, Page 1106
Bedford	12/ 6/73	Mortgage Book 107, Page 718
Berks	12/ 7/73	Mortgage Book 1175, Page 861
Blair	12/ 7/73	Mortgage Book 739, Page 402
Bucks	12/ 7/73	Mortgage Book 1921, Page 224
Cambria	12/ 6/73	Mortgage Book 470, Page 190
Chester	12/ 7/73	Mortgage Book S-39, Page 292
Cumberland	12/ 7/73	Mortgage Book 572, Page 1085
Dauphin	12/ 7/73	Mortgage Book E-Vol. 52, Page 852
Franklin	12/ 7/73	Mortgage Book 331, Page 389
Huntington	12/ 7/73	Mortgage Book 155, Page 196
Indiana	12/ 6/73	Mortgage Book 250, Page 579
Lancaster	12/ 6/73	Mortgage Book 1015, Page 136
Lebanon	12/ 7/73	Mortgage Book 320, Page 636
Lehigh	12/ 7/73	Mortgage Book 1061, Page 66
Monroe	12/ 6/73	Mortgage Book 259, Page 117
Montgomery	12/10/73	Mortgage Book 4001, Page 492
Northampton	12/ 6/73	Mortgage Book 1035, Page 335
Perry	12/ 7/73	Mortgage Book 71, Page 287
Pike	12/ 7/73	Mortgage Book 161, Page 130
Westmoreland	12/ 7/73	Mortgage Book 1400, Page 802
York	12/ 7/73	Mortgage Book 35-R, Page 1124