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Met-Ed GPU

RECORDATION NO. 11737-FF Filed 1425

MAY 16 1985 -12 02 PM

INTERSTATE COMMERCE COMMISSION

No.
Date MAY 16 1985

Fee \$ 60.00

ICC Washington, D.C.
RECORDATION NO. 11737-CC Filed 1425

MAY 16 1985 -12 05 PM

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

Writer's Direct Dial Number

RECORDATION NO. 11737-AA Filed 1425

MAY 16 1985 -12 03 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11737-FF Filed 1425

MAY 16 1985 -12 03 PM
INTERSTATE COMMERCE COMMISSION
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 11737-AA Filed 1425

MAY 16 1985 -12 03 PM

RECORDATION NO. 11737-BB Filed 1425

Attention: Secretary:

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code and 49 C.F.R. Part 1177 are an original executed counterpart and two certified copies of the Secondary Mortgage Documents described below:

These Secondary Mortgage Documents are the Supplemental Indentures dated as of September 1, 1981, September 10, 1981, December 1, 1982, September 1, 1983, September 1, 1984 and March 1, 1985, each of which relates to the following Primary Document recorded at I.C.C. recordation numbers 11737 (35 earlier Supplemental Indentures are recorded at I.C.C. recordation numbers 11737-A through 11737-Z): Indenture of Mortgage dated as of November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York, Trustee.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Metropolitan Edison Company
2800 Pottsville Pike
Reading, Pennsylvania 19640

Mortgagee: J. Henry Schroder Bank & Trust Co., Successor Trustee
One State Street
New York, New York 10015

Included in the property covered by the Primary 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, Pennsylvania Electric Company (which owns a 43% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

Benjamin E. Wagner

The railroad car is not specifically described in the Primary Mortgage Document or in any of the Secondary Documents. However, included in the property covered by the Primary Mortgage Document and the enclosed Secondary Documents 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 \$60.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on the original executed counterpart of the Secondary Mortgage Documents, for return to the undersigned, together with any extra copies not needed by the Commission.

A short summary of the enclosed Secondary Documents to appear in the index is as follows: Supplemental Indentures dated as of September 1, 1981, September 10, 1981, December 1, 1982, September 1, 1983, September 1, 1984 and March 1, 1985 to Mortgage recorded at I.C.C. recordation number 11737 and covering all equipment including interest in Schnabel type railroad car, AAR number GPUX100.

Sincerely yours,



Robert B. Heist
Secretary and Staff Counsel

Enclosures

RECORDATION NO. 11732 CC Filed 1425

MAY 16 1985 12 02 PM

INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

J. HENRY SCHRODER BANK & TRUST COMPANY
as Trustee.

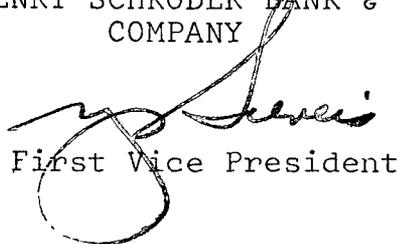
SUPPLEMENTAL INDENTURE

Dated as of December 1, 1982

J. HENRY SCHRODER BANK & TRUST COMPANY
hereby certifies that its
Residence and Post Office Address is
1 State Street, Borough of Manhattan,
City of New York, New York 10015.

J. HENRY SCHRODER BANK & TRUST
COMPANY

By



First Vice President

THIS SUPPLEMENTAL INDENTURE, made as of the 1st day of December, 1982, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and J. HENRY SCHRODER BANK & TRUST COMPANY, 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 as of 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, December 1, 1973, October 30, 1974, October 31, 1974, March 20, 1975, September 25, 1975, January 12, 1976, March 1, 1976, September 28, 1977, January 1, 1978, September 1, 1978, June 1, 1979, January 1, 1980, September 1, 1981 and September 10, 1981, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, under date of March 6, 1981, J. Henry Schroder Bank & Trust Company became successor Trustee under the Mortgage; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the thirty-first series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, First Series due December 31, 1983" (hereinafter sometimes referred to as the "bonds of the New Series"), and to provide for the issuance thereof only as fully registered bonds; and

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

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

ARTICLE I.

Creation of First Mortgage Bonds, First Series due
December 31, 1983, and Specifications of
Certain Matters With Respect Thereto

SECTION 1. The Company hereby creates the thirty-first 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, First Series due December 31, 1983".

SECTION 2. Bonds of the New Series for the aggregate principal amount of Forty million dollars (\$40,000,000) 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, as required by the terms of an amended Revolving Credit Agreement, dated as of December 22, 1982 between the Company et al. and Citibank N. A., as agent, and Chemical Bank, as co-agent for a group of banks (hereinafter referred to as the "Revolving Credit Agreement"), pursuant to which the bonds of the New Series are to be issued by way of pledge, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 3. Each bond of the New Series shall be dated the date of its authentication and shall bear interest from December 1, 1982, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series, except that so long as there is no existing default in the payment of interest on the bonds of the New Series, any bond of the New 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 New 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 New Series, or, if no interest has been paid or duly provided for on bonds of the New Series, then from December 1, 1982. All bonds of the New Series shall be payable on December 31, 1983, 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 one per centum (1%) per annum above the interest rate applicable to the notes issued under the Revolving Credit Agreement, payable monthly on the first day of each month 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 New 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 New 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 New 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 New 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 New 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 New Series not less than fifteen days preceding such subsequent record date.

The term "record date" shall mean, with respect to any regular 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 New Series shall be issuable only as fully registered bonds in the denominations of \$1,000 and any integral multiple thereof.

The bonds of the New Series shall be redeemable on any date prior to maturity, in the cases hereinafter specified, 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 100% of the principal amount thereof, together with accrued interest to the date of redemption. Such redemption 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 (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.

SECTION 4. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 5. So long as any of the bonds of the New 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 6. So long as any of the bonds of the New 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 7. So long as any of the bonds of the New 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 8. So long as any of the bonds of the New 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 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 New 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 New Series.

The form of the bonds of the New 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 NEW SERIES BONDS]

METROPOLITAN EDISON COMPANY
(Incorporated under the laws
of the
Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, FIRST SERIES DUE DECEMBER 31, 1983

\$

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 31, 1983, 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 or private debts, and to pay interest thereon monthly on the first day of each month of each year, until maturity, at rates equal to the sum of (1) 107% of the higher of (a) the base rate of Citibank N.A., as in effect from time to time, or (b) a rate 1/2 of 1% above the three-week moving average of offering rates for three-month certificates of deposit of major banks, plus (2) 1%, at said office or agency in like coin or currency, from December 1, 1982, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the aforesaid 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 monthly 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 next preceding calendar month.

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 J. Henry Schroder Bank & Trust Company, 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.....
Vice President

ATTEST:
.....
Secretary

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

TRUSTEE'S AUTHENTICATION CERTIFICATE

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

J. HENRY SCHRODER BANK & TRUST
COMPANY,
TRUSTEE

By.....
Authorized Officer

[FORM OF REVERSE OF NEW SERIES BONDS]

METROPOLITAN EDISON COMPANY
(Incorporated under the laws
of the
Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, FIRST SERIES DUE DECEMBER 31, 1983

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, First Series due December 31, 1983, (herein referred to as "bonds of the New 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 as of 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, December 1, 1973, October 30, 1974, October 31, 1974, March 20, 1975, September 25, 1975,

January 12, 1976, March 1, 1976, September 28, 1977, January 1, 1978, September 1, 1978, June 1, 1979, January 1, 1980, September 1, 1981, September 10, 1981 and December 1, 1982 called the "Mortgage"), under which J. Henry Schroder Bank & Trust Company is successor Trustee, and to which Mortgage 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 New Series are issuable only as fully registered bonds in denominations of \$1,000 and any integral multiple of \$1,000.

The bonds of the New Series are subject to redemption on any date prior to maturity, in the cases hereinafter specified, 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, all as provided in the Mortgage, at 100% of the principal amount thereof, together with accrued interest to the date of redemption. Such redemption may also 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 J. Henry Schroder Bank & Trust Company 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.

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 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 J. Henry Schroder Bank & Trust Company, 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 Mortgage) 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

Seven Valleys Substation Site

ALL THAT CERTAIN tract of land in the Township of North Codorus,

County of York and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto Metropolitan Edison Company by John W. Kerchner and Neta P. Kerchner, his wife, by deed dated November 24, 1981 and recorded on November 24, 1981, in the Office for the Recording of Deeds in and for said County in Deed Book 83T, page 822.

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, 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, exciters, meters, shafting and belting and all other apparatus and appliances for generating or producing electricity, 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 Mortgage) 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, and the conduits, 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 Mortgage) 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, borough, 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 otherwise relating to the business of producing, transmitting and distributing electricity, 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 Mortgage) 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 Mortgage 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 Mortgage 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 Mortgage) 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.

SECTION 3. The recitals of fact contained herein and in the bonds of the New 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 J. HENRY SCHRODER BANK & TRUST COMPANY, 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 *E. W. Schleicher*
E. W. Schleicher, Vice President

Attest: *R. B. Heist*
R. B. Heist, Secretary

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

[Signature]

J. HENRY SCHRODER BANK & TRUST COMPANY

By *G. R. Sievers*
G. R. Sievers, First Vice President



Attest: *M. J. Pellino*
M. J. Pellino, Assistant Secretary

Signed, sealed and delivered by said J. Henry Schroder Bank & Trust Company in the presence of:

Robert L. Casper
Assistant Secretary

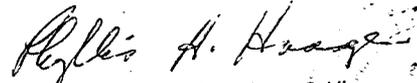
COMMONWEALTH OF PENNSYLVANIA)
: ss.
COUNTY OF BERKS)

On the 15th day of December, 1982, 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 E. W. Schleicher, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of E. W. Schleicher, 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.

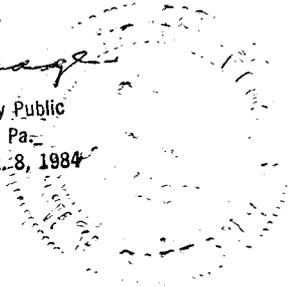


R. B. Heist, Secretary

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

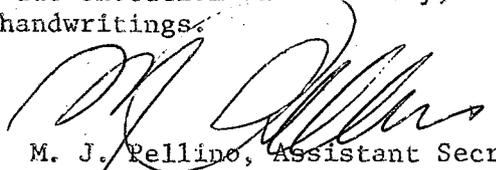


PHYLLIS H. HAAGE, Notary Public
Reading, Berks County, Pa.
My Commission Expires Sept. 8, 1984



STATE OF NEW YORK)
 : SS.
 COUNTY OF NEW YORK)

On the ¹⁵10th day of December, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared M. J. Pellino, an Assistant Secretary of J. HENRY SCHRODER BANK & TRUST 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. R. Sievers, First 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 G. R. Sievers as First 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.


 M. J. Pellino, Assistant Secretary

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said J. Henry Schroder Bank & Trust Company.


 DINAH GILDENER
 Notary Public, State of New York
 No. 41-4502370 Qual. in Queens Co.
 Certificate filed in New York County
 Commission Expires March 30, 1983