

part of the mortgaged property has been taken by the exercise of the power of eminent domain or purchased by a governmental body in the exercise of the right which it had to purchase the same (specifying the amount of the award made therein). Cash equal to the amount of such award or the sale price of such property shall be paid to the Trustee prior to or concurrently with delivery by it of such release."

§4.07. *Application of Money Received by the Trustee.* In order to insure that any plant additions which are certified to the Trustee as the basis for withdrawal by the Company of moneys held by the Trustee will be subject to the lien of the Original Indenture as security for the Notes and all Bonds, in addition to the items required to be delivered to the Trustee pursuant to paragraphs (a), (b) and (c) of Section 13.05 of the Original Indenture, additional paragraphs (d) and (e) shall be added to Section 13.05 of the Original Indenture reading as follows:

"(d) An opinion of counsel that the Corporation has good and marketable title to such plant additions, subject to no existing lien or other charge thereon prior to the lien hereof, except permitted encumbrances other than those described in clauses (11) and (12) of the definition of permitted encumbrances.

"(e) All such deeds, supplemental indentures or instruments of further assurance as may be necessary for the purpose of subjecting to the lien of this Indenture such plant additions, together with an opinion of counsel that the same are sufficient for such purpose; or in the alternative, an opinion of counsel that no such deeds, supplemental indenture or instruments of further assurance are necessary for such purpose."

ARTICLE FIVE

MISCELLANEOUS

§5.01. *Acceptance by Co-Trustee.* John C. Ruetty, the Co-Trustee, hereby accepts the trusts under the Indenture upon the terms and conditions hereinabove set forth.

§5.02. *Terms Defined in Original Indenture.* Terms not defined in this First Supplemental Indenture and which are defined in the Original Indenture shall, unless the context otherwise requires, have the meanings set forth in the Original Indenture.

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