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WHEREAS for the purposes hereinabove recited, and pursuant to due corporate action, the Company has duly determined to execute and deliver to the Trustee a supplemental indenture in the form hereof supplementing the original indenture (the original indenture, as supplemented by the aforesaid supplemental indenture dated as of June 15, 1964, by supplemental indentures dated as of February 1, 1965, April 1, 1967, February 1, 1968, February 1, 1969, September 1, 1969, March 1, 1970, August 1, 1970, March 1, 1971, December 1, 1971, April 1, 1972, December 1, 1972, June 1, 1973, November 1, 1973, May 1, 1974, February 1, 1975, July 1, 1975, October 1, 1976, September 1, 1977, August 1, 1978, June 1, 1979, October 1, 1979, March 1, 1980, August 1, 1980, March 1, 1982, September 1, 1982 and May 1, 1983 and as hereby supplemented, being sometimes hereinafter referred to as the "Indenture"); and

WHEREAS, by the terms of the Indenture, it is the duty of the Company to execute, acknowledge and deliver such further deeds, transfers, assurances and assignments, for the better assuring, conveying and confirming unto the Trustee all and singular the mortgaged property as the Trustee may reasonably direct for the purpose of expressly and specifically subjecting the same to the lien of the Indenture; and

WHEREAS, the Company has acquired or constructed certain property located in various counties in North Carolina and South Carolina, and the Trustee has requested the Company to execute and deliver a supplemental indenture for the purpose of expressly and specifically subjecting such property to the lien of the Indenture and to confirm the grant of the Indenture,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises and of the sum of Ten (\$10.00) Dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the party of the first part has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over, warranted and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over, warrant and confirm unto the party of the second party, as Trustee, all of the lands, improvements, rights, easements, personal properties and fixtures referred to and described as follows, to wit:

All of the property and equipment comprising the generating plants of the Company described in Parcel No. 1 and Parcel No. 2 herein.

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