

AND WHEREAS, all necessary acts, things, and conditions prescribed by law have been duly performed, done, and complied with, and the Mortgagor has executed the outstanding Bonds and the Amended Mortgage and this Supplemental Mortgage in the exercise of legal powers in it vested, and all acts, things and conditions necessary to make the outstanding Bonds the valid and binding obligations of the Mortgagor and to make the Amended Mortgage as supplemented by this Supplemental Mortgage a valid and binding first mortgage equally and ratably securing the payment of the principal of and the interest on the ourstanding Bonds and all additional bonds, limited as afore-said, and all bonds which may be executed and delivered in renewal of or in substitution for the outstanding Bonds or any of the additional bonds, when and if executed and delivered, without preference, priority, or distinction of any one bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds and also securing the due performance of the covenants, agreements and provisions expressed and declared in the Amended Mortgage and this Supplemental Mortgage, have been duly performed, done and complied with:

NOW, THEREFORE, THIS SUPPLEMENTAL MORTGAGE WITNESSETH: That the Fifth Bond has been executed by the Mortgagor to the Government as one of the additional bonds permitted to be executed and delivered pursuant to the Amended Mortgage and entitled to the security thereof as therein provided, and the Amended Mortgage, and the property thereby mortgaged and pledged, or intended so to be, are hereby confirmed as security for the payment of the principal of and interest on the Fifth Bond equally and ratably with the First Bond, the Second Bond, the Third Bond and the the Fourth Bond and with all additional bonds and all bonds which may be from time to time executed and delivered by the Mortgagor in renewal of or substitution for bonds which shall be outstanding and secured by the Amended Mortgage, when and as the same shall be executed and delivered, all as provided and permitted in the Amended Mortgage as supplemented hereby, without preference, priority or distinction of any one bond over any other bond, and irrespective of the dates of the execution and delivery of the respective bonds, and the holder of the Fifth Bond shall at all times be entitled to exercise any and all rights, privileges and remedies under the Amended Mortgage which any holder of any bond thereby secured shall be entitled to exercise thereunder.

It is expressly covenanted and agreed by the Mortgagor as follows:

1. Without limiting the generality of the language of the granting clauses of the Amended Mortgage, the description of the "Mortgaged Property" shall be deemed to include the transmission and distribution lines or system proposed to be erected or constructed by or on behalf of the Mortgagor pursuant to the First Loan Contract, the Second Loan Contract, the Third Contract, the Third Loan Contract, the Fourth Loan Contract and the Fifth Loan Contract, in the State of South Carolina, with the funds advanced or to be advanced to the Mortgagor by the Government in consideration of the First Bond, the Second Bond, the Third Bond, the Fourth Bond and the Fifth Bond.

2. Subsection (c) of section 1 of article III of the Indenture which states the events of default under the Amended Mortgage is hereby amended to read as follows:

"(c) an event of default as defined in the First Loan Contract, the Second Loan Contract, the Third Loan Contract, the Fourth Loan Contract or the Fifth Loan Contract;"

3. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Mortgagor has caused this Supplemental Mortgage to be signed in its name by the Chairman of its Board of Directors thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary-Treasurer, also thereunto duly authorized, as of the day and year first above written.

STATE RURAL ELECTRIFICATION AUTHORITY
By Olin D. Johnston
Chairman of its Board of Directors

(Seal)
Attest:
A. J. Drake
Secretary-Treasurer.



Executed by the Mortgagor in the presence
of:
J. T. Duckett
W. X. Cullum

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) SS

Personally appeared before W. R. Drake, a NotaryPublic within and for said County, J. T. Duckett, who being duly sworn says that he saw the Corporate Seal of the State Rural Electrification Authority affixed to the foregoing instrument and that he also saw Olin D. Johnston, Chairman of the Board of Directors of said Corporation, sign, and A. J. Beattie, Secretary-Treasurer of said Corporation, attest the same, and that he, with W. X. Cullum, witnessed the execution and delivery thereof as the act and deed of the State Rural Electrification Authority.

J. T. Duckett