

2. The Outstanding Notes are hereby confirmed as notes of the Corporation executed and delivered under and pursuant to the Indenture and entitled to the security of the Indenture, as supplemented by this Supplemental Indenture, and of the property by the Indenture and this Supplemental Indenture mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, without preference, priority or distinction of any one of such Outstanding Notes or other notes over any other thereof and irrespective of the dates of the execution, delivery, or maturity thereof.

3. Section 18 of Article II of the Indenture is amended to read as follows:

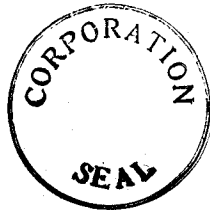
Section 18. The Corporation will not at any time employ, or enter into any contract for the employment of, any manager or superintendent of any electric transmission and distribution system or electric generating plant embraced in the Trust Estate, or any chief operator, engineer or other employee in active charge of any electric generating plant or electric transmission line embraced in the Trust Estate, unless such employment or such contract shall first have been approved by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding. If, during the period prior to the date when the Corporation shall be obligated to make the first payment on account of the principal of the First Note and thereafter during such periods as the Corporation shall be in default in the making of a payment or payments of principal of or interest on one or more of the notes, the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall at any time give notice to the Corporation that in their opinion any such transmission and distribution system, transmission line or generating plant is not being efficiently operated and shall request the termination of the employment of any such manager or superintendent, or of any such chief operating contract in respect of any such transmission and distribution system, transmission line or generating plant, the Corporation will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or superintendent, or of any such chief operator, engineer or employee, or for the operation of any such transmission and distribution system, transmission line or generating plant, shall contain provisions to permit compliance with the foregoing covenants.

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

IN WITNESS WHEREOF, The Corporation and the Trustee have caused this Supplemental Indenture to be signed in their respective names and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

(Seal)

Attest: D. W. Stribling
Secretary



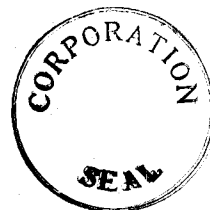
BLUE RIDGE ELECTRIC COOPERATIVE, INC.
BY T. R. O'Dell
President

Executed by the Corporation
in the presence of:

Avanelle G. Howard
Frances E. Watson
(Witnesses)

(Seal)

Attest: R. S. Small
Asst. Trust Officer



THE SOUTH CAROLINA NATIONAL BANK OF
CHARLESTON
by W. E. Henderson,
Vice President

Executed by the Trustee
in the presence of:

Vozelle M. Landers
Henrietta B. Strange
(Witnesses)

STATE OF SOUTH CAROLINA SS
COUNTY OF GREENVILLE

Personally appeared before J. A. Henry, a Notary Public within and for said State, Avanelle G. Howard, who being duly sworn says that she saw the Corporate Seal of Blue Ridge Electric Cooperative, Inc., affixed to the foregoing instrument and that she also saw T. R. O'Dell, President of said Corporation, sign, and R. W. Stribling, Secretary of said Corporation, attest the same, and that she, with Frances E. Watson, witnessed the execution and delivery thereof as the act and deed of Blue Ridge Electric Cooperative, Inc.

Subscribed in my presence and sworn to before me this 28 day of August, 1944.
J. A. Henry
Notary Public in and for the State of South Carolina
(Notarial Seal)
My Commission expires at the pleasure of the Governor.

Avanelle G. Howard

STATE OF SOUTH CAROLINA

operator, engineer or employee, or shall request the termination of any