

WHEREAS, the Jefferson Standard Life Insurance Company in executing this Supplemental Trust Indenture No. 5 hereby consents and agrees to the amending of said original Trust Indenture and said Supplemental Trust Indentures in the manner herein set forth,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, for the purpose of securing the payment of the principal and interest of each of the Bonds at any time issued and outstanding under the terms of said original Trust Indenture and the four Supplemental Trust Indentures heretofore executed, according to the tenor and effect of said Bonds (including all the 5½% Serial First Mortgage Trust Bonds, First Series, and all the 5½% Serial First Mortgage Trust Bonds, Second Series), and performance of all of the covenants, conditions and stipulations herein contained and contained in the aforementioned original Trust Indenture and four Supplemental Trust Indentures heretofore executed (except as herein specifically altered or modified), and in consideration of the foregoing premises and of the acceptance of the sum of ten dollars (\$10.00) this day paid by Trustee to the Company, receipt of which is hereby acknowledged, the Company has granted, bargained, sold, conveyed, mortgaged, assigned and transferred, and by these presents does grant, bargain, sell, convey, mortgage, assign and transfer unto the Trustee, and its successors in trust:

GRANTING CLAUSE 1

(Real Estate)

SITUATE in the Fifteenth (15th) Civil District of Carter County, Tennessee, within the City of Elizabethton, Tennessee, and more particularly described as follows: