

"Loan") to be made by the County to assist the Company in the financing of the costs of a project (herein called the "Project"), including costs incidental thereto and to the financing thereof, consisting of the acquisition, construction and installation of certain pollution control and solid waste disposal facilities at the Company's Oconee Nuclear Station located in Oconee County, South Carolina, pursuant to a Loan Agreement, dated as of May 1, 1983 (herein called the "Loan Agreement"), between the County and the Company, the Loan to be funded with proceeds to be derived from the sale by the County of \$102,000,000 in aggregate principal amount of Oconee County, South Carolina Pollution Control Revenue Bonds, Series A (Duke Power Company Project) (herein called the "Revenue Bonds"), to be issued under a Trust Indenture, dated as of May 1, 1983, between the Revenue Bond Trustee and the County (herein called the "Revenue Bond Indenture"), and the bonds of the 1988 Pollution Control Series and the bonds of the 2013 Pollution Control Series are to be assigned and pledged by the County to the Revenue Bond Trustee as security for the payment of the principal of and premium, if any, and interest on the Revenue Bonds; and

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 and September 1, 1982 and as hereby supplemented, being sometimes hereinafter referred to as the "Indenture"); and

WHEREAS all conditions and requirements necessary to make this supplemental indenture a valid, legal and binding instrument in accordance with its terms have been done and performed, and the execution and delivery hereof have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of the sum of one dollar duly paid by the Company to the Trustee at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the Company

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