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If this bond or any portion hereof (\$1,000 or a multiple thereof) is called for redemption and payment duly provided, this bond or such portion thereof shall cease to bear interest from and after the date fixed for such redemption.

This bond is transferable, as provided in said indenture, by the registered owner hereof in person or by duly authorized attorney, at the office or agency of the Company, in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond; thereupon a new registered bond or bonds without coupons of the same series and of like aggregate principal amount will be issued to the transferee in exchange herefor as provided in said indenture, and upon payment, if the Company shall so require, of the transfer charges provided for in said indenture, or the registered owner of this bond, at his option, may surrender the same for cancellation at said office or agency of the Company and receive in exchange herefor the same aggregate principal amount of coupon bonds of the same series of the denomination of \$1,000 upon payment, if the Company shall so require, of the charges provided for in said indenture.

This bond is a corporate obligation only and no recourse whatsoever, either directly or through the Company or any trustee, receiver, assignee or any other person, shall be had for the payment of the principal or interest on this bond, or for the enforcement of any claim based hereon, or otherwise in respect hereof or of said indenture, against any promoter, subscriber to the capital stock, incorporator, or any past, present or future stockholder, officer or director of the Company, or of any successor or predecessor corporation, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment, penalty, subscription or otherwise, any and all such liability of promoters, subscribers, incorporators, stockholders, officers and directors being waived and released by each successive holder hereof by the acceptance of this bond, and as a part of the consideration for the issue hereof, and being likewise waived and released by the terms of said indenture.

This bond shall not become or be valid or obligatory for any purpose until the Trustee shall have signed the form of certificate endorsed hereon.

In witness whereof, said Duke Power Company has caused this bond to be signed in its name by its President or one of its Vice-Presidents, and its corporate seal to be hereto affixed and to be attested by its Secretary or one of its Assistant Secretaries, this

Duke Power Company  
BY: .....

Vice President.

Attest: .....

Secretary.

(Form of Trustee's Certificate for all Bonds)

This bond is one of the bonds of the series designated therein, described in the within-mentioned indenture.

Trustee,

BY: .....  
Authorized Officer.

ARTICLE TWO  
The Trustee.

Section 1. The Trustee hereby accepts the trusts herein declared and provided upon the terms and conditions in the original indenture set forth and upon the terms and conditions hereof, including the following:

The Trustee shall not be responsible in any way whatsoever for or in respect of the validity or sufficiency of this supplemental indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely; nor shall the Trustee be answerable or accountable for anything whatsoever in connection with this supplemental indenture except for its wilful misconduct. In general, each and every term and condition contained in Article 7 of the original indenture shall apply to this supplemental indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be proper to make the same conform to this supplemental indenture.

This supplemental indenture may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

In Witness whereof, Duke Power Company, the party of the first part hereto, has caused this indenture to be signed in its name by its President or a Vice-President and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and Guaranty Trust Company of New York, the party of the second part hereto, in token of its acceptance of the trust hereby created has caused this indenture to be signed in its name by its President or a Vice President or its Corporate Trust Officer and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; all as of the day and year first above written.

Duke Power Company  
BY: G. G. Allen, President.

