

MORTGAGE OF REAL ESTATE

WALKER, EWANS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

SUPPLEMENTAL INDENTURE made by and between LAURENS ELECTRIC COOPERATIVE, INC.,
and
THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, as Trustee, Dated as of October 15, 1940.

SUPPLEMENTAL INDENTURE, dated as of October 15, 1940, made by and between
LAURENS ELECTRIC COOPERATIVE, INC. (hereinafter called the "Corporation"), a corporation
existing under the laws of the State of South Carolina, and THE SOUTH CAROLINA NATIONAL
BANK OF CHARLESTON (hereinafter called the "Trustee"), a banking corporation existing
under the laws of United States of America.

WHEREAS, the Corporation, for value received, has heretofore duly authorized, executed and
delivered to United States of America (hereinafter called the "Government") three notes (hereinafter
called the "Outstanding Notes"), the first of which, payable to the order of the Government, is
dated May 20, 1939, is in the principal amount of \$224,000, bears interest at the rate of ^{per centum} 2.73/per
annum, and is payable in installments over a term of 25 years, the second of which, payable to the
order of the Government, is dated November 25, 1939, is in the principal amount of \$57,000, bears
interest at the rate of 2.69 per centum per annum, and is payable in installments over a term of
25 years, and the third of which, payable to the order of the Government, is dated October 15, 1940,
is in the principal amount of \$106,000, bears interest at the rate of 2.46 per centum per annum, and
is payable in installments over a term of 25 years, and the Outstanding Notes are secured by a
certain indenture of mortgage and deed of trust (hereinafter called the "Indenture"), dated as of
May 20, 1939, made by and between the Corporation and the Trustee; and

WHEREAS, the Corporation has applied, pursuant to Act No. 1152, enacted by the Legislature
of the State of South Carolina and Approved by the Governor of said State on May 16, 1940, for the
transfer of part or parts of the electric transmission and distribution system of the State Rural
Electrification Authority of the State of South Carolina (hereinafter called the "Authority"), and
may from time to time apply for the transfer of additional part or parts thereof, and in connection
with such transfers may, pursuant to said Act, assume part or parts of the indebtedness of the
Authority to the Government, and in connection with the assumption of such indebtedness may issue
from time to time one or more notes to evidence such part or parts of the indebtedness of the
Authority so assumed by the Corporation; and

WHEREAS, it was the intention of the Corporation that the property of the Corporation of
the classes described in the Indenture as being mortgaged or pledged thereby, or intended so to be,
whether then owned or thereafter acquired and wheresoever situate, would secure notes of the
Corporation when and as executed and delivered under and pursuant to the Indenture, and it is
intended by the Corporation to confirm hereby the Indenture and the property therein described as
being mortgaged or pledged, or intended so to be, as security for the Outstanding Notes and other
notes of the Corporation when and as executed and delivered under and pursuant to the Indenture; and

WHEREAS, the Indenture provides that the Corporation shall, upon the request in writing
of the holder or holders of not less than a majority in principal amount of the notes issued under
and pursuant to the Indenture at the time outstanding, duly authorize, execute and deliver and
record and file all such supplemental deeds of trust and conveyances as may reasonably be requested
by such holder or holders to effectuate the intention of the Indenture and to provide for the
conveying, mortgaging and pledging of the property of the Corporation intended to be mortgaged or
pledged by the Indenture to secure the payment of the principal of and interest on notes executed
and delivered thereunder and pursuant thereto, and the holders of all such notes have in writing
requested the execution and delivery of this Supplemental Indenture pursuant to such provisions;
and

WHEREAS, all acts, things and conditions prescribed by law and by the articles of in-
corporation and bylaws of the Corporation have been duly performed and complied with to authorize
the execution and delivery hereof and to make the Indenture, as supplemented hereby, a valid and
binding mortgage to secure the Outstanding Notes and other notes of the Corporation when and as
executed and delivered under and pursuant to the Indenture;

NOW, THEREFORE, in consideration of the premises and the sum of \$5.00 in hand paid by the
Trustee to the Corporation, the receipt whereof by the Corporation, prior to the execution and
delivery of this Supplemental Indenture, is hereby acknowledged, this Supplemental Indenture
Witnesseth as follows:

1. The Corporation has executed and delivered this Supplemental Indenture and has
granted, bargained, sold, conveyed, warranted, assigned, transferred, pledged and set over, and
by those presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, pledge and
set over, unto the Trustee, and its successor or successors and its or their assigns, all and
singular the real and personal property of the Corporation falling within the classes of property
embraced in the description of the "Trust Estate" set forth in the Indenture, including, without
limitation, all and singular the real and personal property of said description heretofore acquired
by or constructed by or on behalf of the Corporation or hereafter acquired by or constructed by or
on behalf of the Corporation, and wheresoever situate, together with all rents, income, revenues,
profits and benefits at any time derived, received or had from any and all of the above-described
property of the Corporation, TO HAVE AND TO HOLD the same unto the Trustee and its successor or

See R. E. M. Book 3/2, Page 214 For Mortgage Extension Agreement.