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## SOUTH CAROLINA

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WHEREAS, by the Mortgage, the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, intended to be subject to the lien thereof; and

WHEREAS, in addition to the property described in the Mortgage, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds of a series entitled and designated First Mortgage Bonds, 3¾% Series due 1965 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-Six Million Dollars (\$46,000,000) of which Forty-Four Million One Hundred Sixty Thousand Dollars (\$44,160,000) are now outstanding; and

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WHEREAS, the execution and delivery by the Company of this First Supplemental Indenture, and the terms of the bonds of the Second Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Carolina Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Irving Trust Company and Richard H. West, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all the following described properties of the Company:

All electric generating plants, stations, transmission lines, and electric distribution systems, including permanent improvements, extensions or additions to or about such electrical plants, stations, transmission lines and distribution systems of the Company; all dams, power houses, power sites, buildings, generators, reservoirs, pipe lines, flumes, structures and works; all substations, transformers, switchboards, towers, poles, wires, insulators, and other appliances and equipment, and the Company's rights or interests in the land upon which the same are situated, and all other property, real or personal,

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WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as said Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage; and

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forming a part of or appertaining to, or used, occupied or enjoyed in connection with the said generating plants, stations, transmission lines, and distribution systems; together with all rights of way, easements, permits, privileges, franchises and rights for or related to the construction, maintenance, or operation thereof, through, over, under or upon any public streets or highways, or the public lands of the United States, or of any State or other lands; and all water appropriations and water rights, permits and privileges; including but not limited to, the following described property:

## FIRST

M—THE EXTENSION TO THE CAPE FEAR STEAM ELECTRIC GENERATING STATION situated on the Cape Fear River in Cape Fear Township, Chatham County, North Carolina, including the addition of a canal, a protection dike, coal handling equipment, 2 generating units, 2 boilers, auxiliary equipment, machinery, appliances, and supplies; and the extension of the power houses, buildings, and structures, franchises, licenses, permits and consents with respect thereto, and all of the Company's lands, water rights, rights-of-way and easements; including, but not limited to, all such property acquired for or in connection with said extension to generating station by and under the following deeds, which are referred to for a more particular description of said lands and rights, to wit:

(1) Deed dated May 24, 1941, from A. F. Harrington, widower, to Carolina Power & Light Company, which deed is recorded in the office of the Register of Deeds of Chatham County, North Carolina, in Book I-Q, page 245, et seq.

(2) Deed dated May 24, 1941, from A. F. Harrington, widower; Z. S. Harrington and his wife, Grace Harrington; Louise Harrington Lawton and her husband, Denver Lawton; A. F. Harrington, Guardian for Edwin Cross, Minor; T. H. Harrington and his wife, Helen Harrington; A. P. Harrington and his wife, Esther Harrington; and W. Hubert Cross, Jr. and his wife, Magaline Ivey Cross to Carolina Power & Light Company, which deed is recorded in the office of the Register of Deeds of Chatham County, North Carolina, in Book I-Q, page 248, et seq.