

SECTION 3. In case any one or more of the provisions contained in this supplemental indenture should be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision contained in this supplemental indenture, and, to the extent, but only to the extent, that such provision is invalid, illegal or unenforceable, this supplemental indenture shall be construed as if such provision had never been contained herein.

SECTION 4. The Trustee hereby accepts the trusts herein declared and provided upon the terms and conditions in the Indenture set forth.

SECTION 5. 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 supplemental 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 Morgan 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 supplemental 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; all as of the day and year first above written.

DUKE POWER COMPANY,

By

P. P. Parker

Vice-President.

Attest:

[Signature]
Assistant Secretary.

Signed, sealed, executed, acknowledged and delivered by DUKE POWER COMPANY, in the presence of:

Billie M. Henderson

BILLIE M. HENDERSON

W. D. MELTON, JR.

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