

County	Book	Volume	Page	Chattel Mortgage Record
Lancaster	Deed Book	92	175	"
Laurens	Deed Book	180	1	"
Lexington	Mortgage Book	10-V	357	"
Newberry	Mortgage Book	108	3	"
Oconee	Deed Book	7-F	59	"
Pickens	Deed Book	10-E	362	"
Richland	Deed Book	444	222	"
Spartanburg	Deed Book	545	557	"
Union	Real Estate Mortgage	130	177	"
York	Deed Book	269	44	"

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and

WHEREAS, Duke-New Jersey has heretofore issued in accordance with the provisions of the Mortgage and various Supplemental Indentures, and now has outstanding, the following First and Refunding Mortgage Bonds:

- 3% Series Due January 1, 1975, in the aggregate principal amount of \$40,000,000
- 2.65% Series Due September 1, 1977, in the aggregate principal amount of \$40,000,000
- 2 7/8% Series Due February 1, 1979, in the aggregate principal amount of \$40,000,000
- 3 1/4% Series Due April 1, 1981, in the aggregate principal amount of \$35,000,000
- 3 3/8% Series Due May 1, 1986, in the aggregate principal amount of \$30,000,000
- 4 1/2% Series Due February 1, 1992, in the aggregate principal amount of \$50,000,000
- 4 1/4% Series B Due August 1, 1992, in the aggregate principal amount of \$50,000,000;

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and

WHEREAS, Duke-New Jersey has entered into Articles of Merger and Joint Agreement with Duke-North Carolina, dated March 4, 1964, pursuant to which Duke-New Jersey was merged into Duke-North Carolina on June 15, 1964, on such terms as in no respect impair the lien and security of the Mortgage on the mortgaged property or any of the rights or powers of the Trustee or of the bondholders thereunder; and

WHEREAS, Duke-North Carolina desires to execute and deliver this Twentieth Supplemental Indenture for the purpose of evidencing the succession of Duke-North Carolina to Duke-New Jersey, and the assumption by Duke-North Carolina of the covenants and conditions of Duke-New Jersey in the First and Refunding Mortgage Bonds and in the Indenture contained and to enable Duke-North Carolina to have and exercise the powers and rights of Duke-New Jersey under the Indenture in accordance with the terms thereof; and

WHEREAS, the execution and delivery by Duke-North Carolina of this Twentieth Supplemental Indenture have been duly authorized by the Board of Directors of Duke-North Carolina by appropriate resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that Duke-North Carolina, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustee at or before the sealing 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 Trustee 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 Indenture, according to their tenor and effect and the performance of all the provisions of the Indenture (including any modification made as therein provided) and of said Bonds, and to confirm the lien of the Mortgage on certain after-acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over, warrants, and confirms (subject, however, to such encumbrances as may be specifically excepted in the Indenture to the extent that such encumbrances have not yet been discharged, including, but not by way of limitation, those listed in CLAUSE THIRD of the Mortgage) unto Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustee under the Indenture, and to its successor or successors in said Trust, and to said Trustee and its successor, successors and assigns forever,