

Series B shall be outstanding, and, subject to the provisions of paragraph (2) of subdivision (c) of § 10.01 of Article 10 of the Indenture, any such covenants and provisions may be modified with the consent, in writing or by vote at a bondholders' meeting, of the holders of sixty-six and two-thirds per cent (66 $\frac{2}{3}$ %) of the principal amount of the bonds of the 2003 Series B at the time outstanding and without the consent of the holders of any other bonds then outstanding under the Indenture; provided, that no such consent shall be effective to waive any past default under such covenants and provisions, and its consequences, unless the consent of the holders of at least a majority in principal amount of all bonds then outstanding under the Indenture is obtained. Such covenants shall be deemed to be additional covenants and none of them shall affect or derogate from, or relieve the Company from, its obligation to comply with any of the other covenants, conditions, requirements or provisions of the Indenture or any other supplemental indenture.

**SECTION 2.** All terms contained in this supplemental indenture shall, except as specifically provided herein or except as the context may otherwise require, have the meanings given to such terms in the original indenture.

**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 one of its Vice Presidents and its corporate seal to be hereunto affixed, and the same to be attested by one of its Assistant Secretaries, and Morgan Guaranty