

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 conveyed, 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 other notes secured thereby, and the holder of all such notes has 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 incorporation 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 amended and 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, as amended and supplemented hereby;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 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, conveyed, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, 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 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 successors and its or their assigns forever, in trust nevertheless, for the uses and purposes and upon the trusts, terms, provisions and agreements expressed and declared in the Indenture, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Corporation entitled to the security of the Indenture, as amended and supplemented by this Supplemental Indenture, and of the property by the Indenture and this Supplemental Indenture mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Corporation when and as executed and delivered under and pursuant to the Indenture, as amended and supplemented hereby, without preference, priority or distinction of any one of the Outstanding Notes or such other notes over any other thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. The validity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Supplemental Indenture shall not affect the remaining portions thereof.

4. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Supplemental Indenture to be signed in their respective names and their respective appropriate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.



Attest: *Paul Madden*
Secretary
Executed by the Corporation

THE KAY VALLEY ELECTRIC CO. CO., INC.

by

D. G. Smith
President