

Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Series shall continue to be deemed to be and to have been Funded Cash, notwithstanding that all bonds of one or more of such series shall have ceased to be Outstanding.

SECTION 6. The provisions of the third and fourth paragraphs of Section 64 of the Mortgage with reference to the bonds of the First Series (herein called "1965 Series"), shall also be deemed to apply separately to the bonds of the Ninth Series to the same extent as if such paragraphs had been repeated in said Section 64 with the words "Ninth Series" substituted therein wherever the figure and word "1965 Series" occur.

SECTION 7. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVI of the Mortgage shall apply to and form part of this Eighth Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Eighth Supplemental Indenture.

SECTION 8. Subject to the provisions of Article XV and Article XVI of the Mortgage, whenever in this Eighth Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 9. Nothing in this Eighth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the Outstanding bonds and coupons, any right, remedy or claim

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under or by reason of this Eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the Outstanding bonds and coupons.

SECTION 10. This Eighth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Carolina Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Irving Trust Company, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents and its corporate seal to be attested by one of its Assistant Secretaries, and J. A. Austin, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all as of the first day of July, 1964.

CAROLINA POWER & LIGHT COMPANY,
By *[Signature]*
Vice-President.

Attest:
[Signature]
Secretary.

Executed, sealed and delivered by CAROLINA POWER & LIGHT COMPANY, in the presence of:
[Signature]
[Signature]
Witnesses