

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211

RECEIVED

DEC 15 9 48 AM '78

I. C. C.
FEE OPERATION BR.



Mississippi Power

the southern electric system

No. **8-349A029**

Date **DEC 14 1978**

Fee \$ **3.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 9909-
Filed 1425
DEC 15 1978-9 50 AM
INTERSTATE COMMERCE COMMISSION
A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor: Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39501
Mortgagee: Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Coleman
Guaranty for 29 Dec 1978

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street, 42nd Floor
New York, N.Y. 10005

Dear Sir:

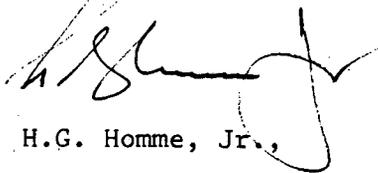
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA,& BB

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

2103
DC

9909 - F
RECORDATION NO. Filed 1425

DEC 15 1978 -9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE.

Supplemental Indenture

providing among other things for
FIRST MORTGAGE BONDS
2³/₄% Series due 1980

Dated as of March 1, 1950

This is to certify that the following is a true copy
of the original instrument on file with the undersigned:

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By


Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of March 1, 1950, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered Supplemental Indentures dated as of September 1, 1946, August 1, 1947, April 1, 1948 and April 1, 1949 for the purpose, among others, of further securing said bonds, which Supplemental Indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate cor-

ALBERT CORALLO
Notary Public, State of New York
No. 43-0758930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979

Albert Corallo

porate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 2¾% Series due 1980" (hereinafter sometimes referred to as the "bonds of the Fifth Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature March 1, 1980; and

WHEREAS each of the coupon bonds of the Fifth Series is to be substantially in the following form, to-wit:

[FORM OF COUPON BOND OF THE FIFTH SERIES]

MISSISSIPPI POWER COMPANY

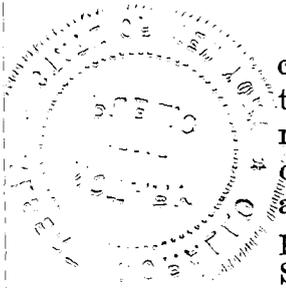
FIRST MORTGAGE BOND, 2¾% SERIES DUE 1980

No.

\$1000

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on March 1, 1980, and to pay interest thereon from March 1, 1950, at the rate, until the principal hereof shall have become due and payable, of two and three-quarters per centum per annum, payable on September 1 and March 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as



the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal

amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	
1951.....	4 $\frac{1}{4}$ %	1.02%
1952.....	4 $\frac{1}{8}$ %	1 %
1953.....	4 %	1 %
1954.....	4 %	1 %
1955.....	3 $\frac{7}{8}$ %	1 %
1956.....	3 $\frac{3}{4}$ %	1 %
1957.....	3 $\frac{5}{8}$ %	1 %
1958.....	3 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1959.....	3 $\frac{3}{8}$ %	$\frac{7}{8}$ %
1960.....	3 $\frac{1}{4}$ %	$\frac{7}{8}$ %
1961.....	3 $\frac{1}{8}$ %	$\frac{7}{8}$ %
1962.....	3 %	$\frac{3}{4}$ %
1963.....	2 $\frac{7}{8}$ %	$\frac{3}{4}$ %
1964.....	2 $\frac{3}{4}$ %	$\frac{3}{4}$ %
1965.....	2 $\frac{5}{8}$ %	$\frac{3}{4}$ %
1966.....	2 $\frac{1}{2}$ %	$\frac{5}{8}$ %
1967.....	2 $\frac{3}{8}$ %	$\frac{5}{8}$ %
1968.....	2 $\frac{1}{4}$ %	$\frac{5}{8}$ %
1969.....	2 $\frac{1}{8}$ %	$\frac{5}{8}$ %
1970.....	2 %	$\frac{1}{2}$ %
1971.....	1 $\frac{7}{8}$ %	$\frac{1}{2}$ %
1972.....	1 $\frac{5}{8}$ %	$\frac{1}{2}$ %
1973.....	1 $\frac{1}{2}$ %	$\frac{3}{8}$ %
1974.....	1 $\frac{3}{8}$ %	$\frac{3}{8}$ %
1975.....	1 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1976.....	1 %	$\frac{1}{4}$ %
1977.....	$\frac{7}{8}$ %	$\frac{1}{4}$ %

and without premium in either case if redeemed on or after March 1, 1977.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on

the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond shall be transferable by delivery unless registered as to principal in the holder's name at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder hereof for any such registration or discharge from registration, except such amount as may be necessary to cover any stamp tax or other governmental charge. The Company and the Trustee may deem and treat the bearer of this bond, or, if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner for the purpose of receiving payment and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for

any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated: March 1, 1950.

MISSISSIPPI POWER COMPANY,

By _____
Vice-President.

ATTEST:

Assistant Secretary.

AND WHEREAS each coupon to be attached to the coupon bonds of the Fifth Series is to be substantially in the following form, to wit:

[FORM OF COUPON]

\$13.75

On the first day of _____, 19____, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, Thirteen Dollars and Seventy-five Cents in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond, 2¾% Series due 1980, No. _____. This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.

Treasurer.

AND WHEREAS each of the registered bonds of the Fifth Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE FIFTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 2¾% SERIES DUE 1980

No. \$.....

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on March 1, 1980, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to September 1, 1950, in which case from March 1, 1950, at the rate, until the principal hereof shall have become due and payable, of two and three-quarters per centum per annum, payable on September 1 and March 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the

Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

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1952.....	4 $\frac{1}{8}$ %	1 %
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1956.....	3 $\frac{3}{4}$ %	1 %
1957.....	3 $\frac{5}{8}$ %	1 %
1958.....	3 $\frac{1}{2}$ %	$\frac{7}{8}$ %
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1961.....	3 $\frac{1}{8}$ %	$\frac{7}{8}$ %
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1964.....	2 $\frac{3}{4}$ %	$\frac{3}{4}$ %
1965.....	2 $\frac{5}{8}$ %	$\frac{3}{4}$ %
1966.....	2 $\frac{1}{2}$ %	$\frac{5}{8}$ %
1967.....	2 $\frac{3}{8}$ %	$\frac{5}{8}$ %
1968.....	2 $\frac{1}{4}$ %	$\frac{5}{8}$ %
1969.....	2 $\frac{1}{8}$ %	$\frac{5}{8}$ %
1970.....	2 %	$\frac{1}{2}$ %
1971.....	1 $\frac{7}{8}$ %	$\frac{1}{2}$ %
1972.....	1 $\frac{5}{8}$ %	$\frac{1}{2}$ %
1973.....	1 $\frac{1}{2}$ %	$\frac{3}{8}$ %
1974.....	1 $\frac{3}{8}$ %	$\frac{3}{8}$ %
1975.....	1 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1976.....	1 %	$\frac{1}{4}$ %
1977.....	$\frac{7}{8}$ %	$\frac{1}{4}$ %

and without premium in either case if redeemed on or after March 1, 1977.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable

on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable, and registered bonds shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-

Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated,

MISSISSIPPI POWER COMPANY,

By
Vice-President.

Attest:

.....
Assistant Secretary.

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds of each and every series issued under and secured by the Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

GUARANTY TRUST COMPANY OF NEW YORK,
As Trustee,

By
Authorized Officer.

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal

instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

Now, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$3,000,000 principal amount of bonds of the Fifth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

I

ELECTRIC TRANSMISSION LINES

(1) The Plant Eaton Transmission Substation to Hattiesburg Transmission Substation Transmission Line Circuit No. 2, extending from the Company's Plant Eaton Transmission Substation in Forrest County 4 miles, more or less, to the Company's Transmission Substation at or near Hattiesburg in Forrest County.

(2) The Picayune Transmission Substation to Picayune City Substation Transmission Line, extending from the Company's Transmission Substation near Picayune in Hancock County 18 miles, more or less, to the Company's City Substation at or near Picayune in Pearl River County.

(3) The Hattiesburg to Columbia Transmission Line Circuit No. 2, extending from the Company's Transmission Substation at or near Hattiesburg in Forrest County 36 miles, more or less, to the Company's Substation at or near Columbia in Marion County.

(4) The Biloxi Transmission Loop Line, extending from the Mississippi State Line to Gulfport Transmission Line at or near Biloxi in Harrison County 10.4 miles, more or less, to the Company's Transmission Substation at or near Biloxi in Harrison County.

II

SUBSTATIONS

(1) The Substation at or near Bay St. Louis in Hancock County, known as the Bay St. Louis Transmission Substation, located on land, a description of which is set out under III (11) of the Supplemental Indenture dated as of April 1, 1949.

(2) The Substation at or near Picayune in Hancock County, known as the Picayune Transmission Substation, located on land, a description of which is set out under III (12) of the Supplemental Indenture dated as of April 1, 1949.

(3) The Substation at or near Biloxi in Harrison County, known as the Biloxi Transmission Substation, located on land, a description of which is set out under III (13) of the Supplemental Indenture dated as of April 1, 1949.

(4) The Substation at or near Decatur in Newton County, known as the Decatur 44/2.4 KV Substation, located on land on which the Decatur Lumber Industries Company Substation was located, a description of which is set out under III (13) of the Supplemental Indenture dated as of September 1, 1946.

(5) The Switching Station at or near Columbia in Marion County, known as the Columbia Switching Station, located on land described as follows:

Lot Number Eight (8) of Block Number Two (2) of the B. F. Winborne Addition to the Town of Columbia, Marion County, Mississippi and being a part and parcel of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4, Township 3 North, Range 18 West of St. Stephens Meridian, all as shown by map or plat of said Addition on file in the Office of the Chancery Clerk of Marion County, Mississippi.

(6) The Substation at or near Waveland in Hancock County, known as the Waveland 22/4 KV Substation, located on land, a description of which was set out under III (14) of the Supplemental Indenture dated as of April 1, 1949.

(7) The Substation at or near Biloxi in Harrison County, known as the Business Area 22/4 KV Substation, located on land on which the Biloxi Shop Building is located, a description of which is set out under VI (10) of the Indenture dated as of September 1, 1941.

(8) The Regulator and Switching Station located at or near Sandersville in Jones County, known as the Sandersville Regulator & Switching Station, located on land described as follows:

Commencing at a concrete monument at the SW corner of Section 20, Township 10 North, Range 10 West, Second Judicial District of Jones County, Mississippi, and run East 1600.4 feet to a point; thence North 216.9 feet to the POINT OF BEGINNING: thence South 78 degrees 30 minutes East, 100 feet; thence North 11 degrees 30 minutes East, 100 feet; thence North 78 degrees 30 minutes West, 100 feet; thence South 11 degrees 30 minutes West, 100 feet to the point of beginning, being a parcel of land in Lot 3 of Section 20, Township 10 North, Range 10 west, Second Judicial District, Jones County, Mississippi, and containing 0.23 acre.

(9) The Regulator Station at or near Hattiesburg in Forrest County, known as the Camp Shelby Regulator Station, located on land owned by the State of Mississippi.

(10) The Substation at or near Meridian in Lauderdale County, known as the Meridian 110/12 KV Substation No. 2, located on land described as follows:

Commence at the Northeast (NE) corner of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section Twenty-six (26), Township Six (6) North, Range Fifteen (15) East, run thence due West Ninety-four (94) feet to a point, thence South nine hundred seventy-three (973) feet to the point of beginning of the parcel herein conveyed. From said point of beginning, run thence due West one hundred seventy-five (175) feet, thence due South four hundred (400) feet, thence due East one hundred seventy-five (175) feet, thence North four hundred (400) feet to the point of beginning, all in Lauderdale County, Mississippi.

(11) The Substation at or near Laurel in Jones County, known as the Laurel City Substation, located on the Laurel Service Building Site, a description of which is set out under IV (1) of the Supplemental Indenture dated as of September 1, 1946.

(12) Additional land at or near Meridian in Lauderdale County for the Meridian "B" Street Substation adjacent to the land, a description of which is set out under IV (22) of the Indenture dated as of September 1, 1941, described as follows:

Beginning at a point on the North line of B Street 50 feet Southwesterly from the Southeast corner of Block 274 of and according to Ragsdale's Survey of the City of Meridian, and from said point of beginning run thence Southwesterly along the North line of B Street 10 feet; run thence Northwesterly at right angles to the North line of B Street 151.5 feet, more or less, to the North line of said Block 274; run thence along the North line of said Block 274, 10 feet; run thence Southeasterly and parallel to the East line of said Block 274, 151.5 feet to the point of beginning.

(13) Additional land at or near Newton in Newton County for the Newton City Substation (formerly to serve the Newton Oil Mill) adjacent to the land, a description of which is set out under IV (65) of the Indenture dated as of September 1, 1941, described as follows:

Commencing at the northwest corner of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 34, Township 6 North, Range 11 East, running thence south along the Quarter Section 436.3 feet to the

south side of Walker Avenue, thence south 79 degrees and 15 minutes east 229.9 feet to the west side of Scanlan street, thence south 13 degrees and 30 minutes west 167.1 feet to an iron pipe, being the northeast corner of substation lot conveyed on the 10th day of September, 1932, by Mississippi Cottonseed Products Company to Mississippi Power Company, by conveyance of record in the records of the Chancery Court of Newton County, Mississippi, page 541 of Deed Book No. 58; thence north 76 degrees and 30 minutes west 60 feet to an iron pipe, this being the point of beginning of lands by this instrument conveyed. From thence run north 76 degrees and 30 minutes west 10 feet, thence south 13 degrees 30 minutes west 60 feet, thence south 76 degrees and 30 minutes east 70 feet, thence north 13 degrees 30 minutes east 10 feet, thence north 76 degrees 30 minutes west 60 feet, thence north 13 degrees 30 minutes east 50 feet to point of beginning; said lands being in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 6 North, Range 11 East, Newton County, Mississippi.

(14) Additional land at or near Laurel in Jones County for the Jefferson Street Substation adjacent to the land, a description of which is set out under IV (64) of the Indenture dated as of September 1, 1941, described as follows:

Lot 12 in Block 2 of the Windham & Gardner Addition to the City of Laurel, Jones County, Mississippi, as per plat of said Addition now on file in the office of the Chancery Clerk of the Second Judicial District of Jones County, Mississippi.

(15) Additional land at or near Hattiesburg in Forrest County for the State Teachers College Substation adjacent to the land, a description of which is set out under IV (63) of the Indenture dated as of September 1, 1941, described as follows:

Lot Seven (7) in Block Twenty-five (25) of the Pine Crest addition (First Survey) to the City of Hattiesburg, Forrest County, Mississippi, being situated in and a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7), Township Four (4) North, Range Thirteen (13) West, as shown on map or plat of said City, County and State at the Office of the Chancery Clerk.

(16) Additional land at or near Bassfield in Jefferson Davis County for the Bassfield Substation adjacent to the land, a description of which is set out under IV (47) of the Indenture dated as of September 1, 1941, described as follows:

All of Lot One (1) in Block Thirty-five (35) of the Town of Bassfield, not heretofore conveyed by J. A. Faler to the Mississippi Utilities Company under deed recorded in Book 37, page 383, said deed being dated March 27, 1930 and recorded in the Deed Records in the office of the Chancery Clerk, Jefferson Davis County, Mississippi, said Lot 1 in Block 35 being in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 6, Range 17 West, Jefferson Davis County, and said Lot 1, Block 35 being fully shown by the map or plat of the said Town of Bassfield on file and of record in the office of the Chancery Clerk, Jefferson Davis County, Mississippi.

III

OTHER REAL PROPERTY

(1) A parcel of land described as follows:

Begin at a point on the South Section line 450 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, Section 30, Township 6 North, Range 16 East, and run thence West along such Section line 706 feet to the Eastern boundary of the Meridian-Laurel 110 KV right-of-way, as described in deed of record in Deed Book 162, page 139 of the records of Lauderdale County, Mississippi, thence in a Northeasterly direction along the Eastern boundary of said right-of-way 300 feet, thence East 706 feet to the West boundary of the local road, known as Senic Drive, thence in a Southeasterly direction along the West side of the local road 300 feet, more or less, to the point of beginning, being the site of Meridian Radio Telephone Station.

(2) Additional land at or near Biloxi in Harrison County for the Biloxi Shop and Service Building adjacent to the land, a description of which is set out under VI (10) of the Indenture dated as of September 1, 1941, described as follows:

A tract or parcel of land fronting 86 feet on Lameuse Street and running back East 166 feet and described as beginning at a point on the East boundary of Lameuse Street which point is 189 feet South of the South right-of-way line of the Louisville & Nashville Railroad Company, thence run South along the East line of Lameuse Street 86 feet, thence East 166 feet, thence North 86 feet, thence West 166 feet to the point of beginning, said land being bounded on the North by property of Mississippi Power Company, on the West by Lameuse Street, on the South by property of Reux and on the East by the City of Biloxi, et al.

IV

ELECTRIC FRANCHISES

- | | |
|----------|--|
| Meridian | Ordinance dated May 27, 1949 adopted by the Mayor and Board of Councilmen. |
| Forest | Ordinance dated November 7, 1949 adopted by the Mayor and Board of Aldermen. |
| Quitman | Ordinance dated December 6, 1949 adopted by the Mayor and Board of Aldermen. |

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

To HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and

interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

SECTION 1. There is hereby created a series of bonds designated $2\frac{3}{4}\%$ Series due 1980, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Fifth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Fifth Series shall mature on March 1, 1980, and may, subject to the provisions of Section 5 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registerable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Fifth Series shall

be in such denominations as the Board of Directors shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of the Fifth Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of two and three-quarters per centum ($2\frac{3}{4}\%$) per annum, payable semi-annually on September 1 and March 1, in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

Coupon bonds of the Fifth Series and unregistered temporary bonds of the Fifth Series shall be dated as of March 1, 1950. Registered bonds of the Fifth Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Fifth Series of like aggregate principal amount shall be interchangeable at the option of the holders.

Any or all of the bonds of the Fifth Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if

redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture and otherwise than by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	
1951.....	4 $\frac{1}{4}$ %	1.02%
1952.....	4 $\frac{1}{8}$ %	1 %
1953.....	4 %	1 %
1954.....	4 %	1 %
1955.....	3 $\frac{7}{8}$ %	1 %
1956.....	3 $\frac{3}{4}$ %	1 %
1957.....	3 $\frac{5}{8}$ %	1 %
1958.....	3 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1959.....	3 $\frac{3}{8}$ %	$\frac{7}{8}$ %
1960.....	3 $\frac{1}{4}$ %	$\frac{7}{8}$ %
1961.....	3 $\frac{1}{8}$ %	$\frac{7}{8}$ %
1962.....	3 %	$\frac{3}{4}$ %
1963.....	2 $\frac{7}{8}$ %	$\frac{3}{4}$ %
1964.....	2 $\frac{3}{4}$ %	$\frac{3}{4}$ %
1965.....	2 $\frac{5}{8}$ %	$\frac{3}{4}$ %
1966.....	2 $\frac{1}{2}$ %	$\frac{5}{8}$ %
1967.....	2 $\frac{3}{8}$ %	$\frac{5}{8}$ %
1968.....	2 $\frac{1}{4}$ %	$\frac{5}{8}$ %
1969.....	2 $\frac{1}{8}$ %	$\frac{5}{8}$ %

Year	Regular	Special
	Redemption Premium	Redemption Premium
	(If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	
1970.....	2 %	1/2 %
1971.....	1 7/8 %	1/2 %
1972.....	1 5/8 %	1/2 %
1973.....	1 1/2 %	3/8 %
1974.....	1 3/8 %	3/8 %
1975.....	1 1/8 %	3/8 %
1976.....	1 %	1/4 %
1977.....	7/8 %	1/4 %

and without premium in either case if redeemed on or after March 1, 1977.

The holder of any coupon bond of the Fifth Series may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of the Fifth Series may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants and agrees that the provisions of Section 2.12 of the Indenture and of Section 3 of the Supplemental Indenture dated as of August 1, 1947, which are to remain in

effect so long as any bonds of the Series referred to in said Sections shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Fifth Series shall be outstanding under the Indenture.

SECTION 3. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 5. The beneficiaries under this Supplemental Indenture are the holders and owners from time to time of the bonds outstanding under the Indenture, as heretofore supplemented and amended and as supplemented in accordance with the provisions thereof, the initial issue of all bonds of each series heretofore issued under the Indenture having consisted in the first instance of bonds all of which were payable to bearer and the initial issue of bonds of the Fifth Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 6. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supple-

mental Indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

(CORPORATE SEAL)

By S. L. MUTHS
Vice-President.

Attest:

S. A. DAWLEY
Assistant Secretary.

Signed, sealed and delivered this 10th day of March, 1950 by Mississippi Power Company in the County of New York, State of New York, in the presence of

CARL JAMES
M. A. SMITH

GUARANTY TRUST COMPANY OF NEW YORK,

(CORPORATE SEAL)

By R. E. COCKS
Vice-President.

Attest:

J. C. BUTTERY
Assistant Secretary.

Signed, sealed and delivered this 13th day of March, 1950 by Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

C. R. WALSH
N. E. NIXON

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, S. L. MUTHS as Vice-President, and S. A. DAWLEY as Assistant Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 10th day of March, 1950.

(NOTARIAL SEAL)

WYMAN S. BARRON

WYMAN S. BARRON
 NOTARY PUBLIC, State of New York
 No. 41-0173900
 Qual. in Queens County, Cert. Filed
 with New York Co. Clerk and Register
 Term expires March 30, 1951

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

On the 10th day of March, in the year one thousand nine hundred and fifty, before me personally came S. L. MUTHS, to me known, who being by me duly sworn, did depose and say that he resides at No. 1556 East Beach, Gulfport, Mississippi; that he is a Vice-President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(NOTARIAL SEAL)

WYMAN S. BARRON

WYMAN S. BARRON
 NOTARY PUBLIC, State of New York
 No. 41-0173900
 Qual. in Queens County, Cert. Filed
 with New York Co. Clerk and Register
 Term expires March 30, 1951

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, R. E. COCKS as Vice-President, and J. C. BUTTERY, as Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 13th day of March, 1950.

(NOTARIAL SEAL)

WM. J. BURNHAM

WM. J. BURNHAM
 Notary Public, State of New York
 Originally qualified in Westchester County
 Certificate filed in New York County
 N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
 Commission Expires March 30, 1950

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

On the 13th day of March, in the year one thousand nine hundred and fifty, before me personally came R. E. COCKS, to me known, who being by me duly sworn, did depose and say that he resides at 220 Madison Avenue, New York, N. Y.; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(NOTARIAL SEAL)

WM. J. BURNHAM

WM. J. BURNHAM
 Notary Public, State of New York
 Originally qualified in Westchester County
 Certificate filed in New York County
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