

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
Quigley for B. B. Brown

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:

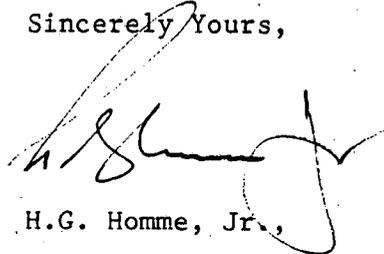
The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

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)

7/0-9
10c

9909-6
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

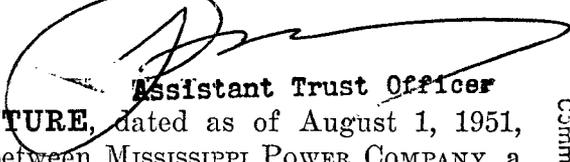
providing among other things for
FIRST MORTGAGE BONDS
3½% Series due 1981

Dated as of August 1, 1951

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 August 1, 1951, 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 various supplemental indentures 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 corporate 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, 3½% Series due 1981" (herein-

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

after sometimes referred to as the "bonds of the Sixth Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature August 1, 1981; and

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

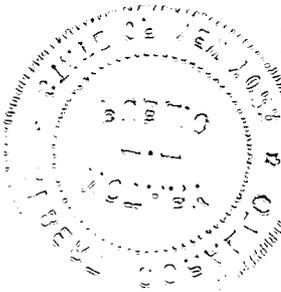
[FORM OF COUPON BOND OF THE SIXTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3½% SERIES DUE 1981

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 August 1, 1981, and to pay interest thereon from August 1, 1951, at the rate, until the principal hereof shall have become due and payable, of three and one-half per centum per annum, payable on February 1 and August 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 August 1 of the calendar year stated and subse- quent to the last day of July of the calendar year next preceding such year)	
1952	$3\frac{7}{8}\%$.929%
1953	$3\frac{3}{4}\%$.929%
1954	$3\frac{3}{4}\%$.929%
1955	$3\frac{5}{8}\%$	$\frac{7}{8}\%$
1956	$3\frac{1}{2}\%$	$\frac{7}{8}\%$
1957	$3\frac{1}{2}\%$	$\frac{7}{8}\%$
1958	$3\frac{3}{8}\%$	$\frac{7}{8}\%$
1959	$3\frac{1}{4}\%$	$\frac{7}{8}\%$
1960	$3\frac{1}{8}\%$	$\frac{7}{8}\%$
1961	$3\frac{1}{8}\%$	$\frac{3}{4}\%$
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	$1\frac{3}{4}\%$	$\frac{1}{2}\%$
1973	$1\frac{5}{8}\%$	$\frac{1}{2}\%$
1974	$1\frac{1}{2}\%$	$\frac{3}{8}\%$
1975	$1\frac{1}{4}\%$	$\frac{3}{8}\%$
1976	$1\frac{1}{8}\%$	$\frac{3}{8}\%$
1977	1 %	$\frac{1}{4}\%$
1978	$\frac{3}{4}\%$	$\frac{1}{4}\%$

and without premium in either case if redeemed on or after August 1, 1978.

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 and 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: August 1, 1951.

MISSISSIPPI POWER COMPANY,

By.....

Vice-President.

ATTEST:

.....

Assistant Secretary.

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

[FORM OF COUPON]

\$17.50

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, Seventeen Dollars and Fifty 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, 3½% Series due 1981, 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 Sixth Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE SIXTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3½% SERIES DUE 1981

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 August 1, 1981, 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 February 1, 1952, in which case from August 1, 1951, at the rate, until the principal hereof shall have become due and payable, of three and one-half per centum per annum, payable on February 1 and August 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":

Year	Regular	Special
	Redemption Premium	Redemption Premium
	(If redeemed prior to August 1 of the calendar year stated and subse- quent to the last day of July of the calendar year next preceding such year)	
1952	3 $\frac{7}{8}$ %	.929%
1953	3 $\frac{3}{4}$ %	.929%
1954	3 $\frac{3}{4}$ %	.929%
1955	3 $\frac{5}{8}$ %	$\frac{7}{8}$ %
1956	3 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1957	3 $\frac{1}{2}$ %	$\frac{7}{8}$ %
1958	3 $\frac{3}{8}$ %	$\frac{7}{8}$ %
1959	3 $\frac{1}{4}$ %	$\frac{7}{8}$ %
1960	3 $\frac{1}{8}$ %	$\frac{7}{8}$ %
1961	3 $\frac{1}{8}$ %	$\frac{3}{4}$ %
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 $\frac{3}{4}$ %	$\frac{1}{2}$ %
1973	1 $\frac{5}{8}$ %	$\frac{1}{2}$ %
1974	1 $\frac{1}{2}$ %	$\frac{3}{8}$ %
1975	1 $\frac{1}{4}$ %	$\frac{3}{8}$ %
1976	1 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1977	1%	$\frac{1}{4}$ %
1978	$\frac{3}{4}$ %	$\frac{1}{4}$ %

and without premium in either case if redeemed on or after August 1, 1978.

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 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

Attest:

Vice-President.

.....

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 \$4,000,000 principal amount of bonds of the Sixth 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 GENERATING PLANT

(1) The steam plant at or near Meridian in Lauderdale County known as Plant Sweatt located on land a description of which is set

out under I, (1) of the Supplemental Indenture dated as of April 1, 1949.

II

ELECTRIC TRANSMISSION LINES

(1) The Hattiesburg to Meridian Transmission line, extending from the Company's Transmission Substation at or near Hattiesburg in Forrest County, 109 miles more or less to the Company's Transmission Substation at or near Meridian in Lauderdale County via Bay Springs and Newton.

(2) The Wiggins to Maxie Transmission line, extending from the Company's Transmission Substation at or near Wiggins in Stone County, 8 miles more or less to Maxie in Forrest County with a tap line 3 miles more or less to the Company's Distribution Substation at or near Wiggins in Stone County.

III

SUBSTATIONS

(1) The Substation at or near Wiggins in Stone County, known as the Wiggins Transmission Substation located on land described as follows:

Commence at quarter section corner on the line between Section 21 and Section 22, Township 2 South, Range 12 West and run West 404.7 feet to center of power line (which point is 190 feet Northerly along center line of power line from sectionalizing switch), thence turn right 78 degrees and 45 minutes to center line of power line and measure 146.75 feet to the point of beginning, thence turn right 90 degrees for 175 feet, thence left 90 degrees for 250 feet, thence left 90 degrees for 265 feet, thence left 90 degrees for 250 feet, thence left 90 degrees for 90 feet to point of beginning.

Also a strip of land 30 feet wide for an access road and being 15 feet right and left from the following described center line; commence at the Southwest corner of the above described land and run northerly with the western boundary for 15 feet to the point of beginning, thence turn left 109 degrees for 107.7 feet, thence left around the circumference of a circle which is tangent

to the above line and whose radius is 53.1 feet for 41.7 feet to north margin of a country road, all of the above described land being in the Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), Section 21, Township 2 South, Range 12 West.

(2) The Substation at or near Newton in Newton County, known as the Newton Transmission Substation located on land described as follows:

Beginning at the SE corner of Section 25, Township 6 North, Range 11 East, Newton County, Mississippi, run thence North along the East boundary line, said section 25, a distance of 2826 feet, more or less, to an iron pipe which is the point of beginning of the property herein described; thence North along the East boundary line of said Section 25, a distance of 500 feet to an iron pipe located at the point where the East boundary line of said Section 25 intersects the South boundary line of the Right of Way of U.S. Highway No. 80, as now located, thence in a Southwesterly direction along the South boundary line of the right of way of said U.S. Highway No. 80 for a distance of 320 feet to an iron pipe; thence South a distance of 388.2 feet to an iron pipe; thence East for a distance of 300 feet to the iron pipe which is the point of beginning. The above described property lies in and is a part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 6 North, Range 11 East, Newton County, Mississippi.

(3) The Substation at or near Bay Springs in Jasper County, known as the Bay Springs Transmission Substation located on land described as follows:

Beginning at an iron pipe at the Northwest corner of NE $\frac{1}{4}$ of Section 27, Township 2, North Range 10, East, Jasper County, Mississippi, run thence East along the North boundary line of NE $\frac{1}{4}$ of said Section 27 for a distance of 50 feet to an iron pipe; thence South for a distance of 246.5 feet to an iron pipe located on the North boundary line of the right-of-way of Mississippi Highway #18; thence in a Southwesterly direction along the North boundary line of the right-of-way of Mississippi Highway #18 for a distance of 60.5 feet to an iron pipe located at the point where the North boundary line of the right-of-way of Mississippi Highway #18 intersects the west boundary line of the NE $\frac{1}{4}$ of said Section 27; thence North along the west boundary line of NE $\frac{1}{4}$ of said Section 27 for a distance of 280.6 feet to the iron pipe located at the Northwest corner of NE $\frac{1}{4}$ of said Section 27, which is the point of beginning. All the above described property lies in and is a part of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 2, North

Range 10 East, Second Judicial District of Jasper County, Mississippi. Grantors reserve all oil, gas and minerals.

Beginning at the Northeast corner of NW $\frac{1}{4}$ of Section 27, Township 2, North Range 10, East, Jasper County, Mississippi run thence South along East boundary line of NW $\frac{1}{4}$ of said Section 27 for a distance of 77.6 feet, more or less, to an iron pipe, which is the point of beginning of the property herein described: Thence South along East boundary line of NW $\frac{1}{4}$ of said Section 27 for a distance of 203 feet to an iron pipe, which is located at the point where the East boundary line of NW $\frac{1}{4}$ of said Section 27 intersects the North boundary line of the right-of-way of Mississippi Highway #18; thence in a Southwesterly direction along the North boundary line of the right-of-way of Mississippi Highway #18 for a distance of 424.5 feet to an iron pipe; thence North for a distance of 445.7 feet to an iron pipe; thence East for a distance of 348 feet to an iron pipe which is the point of beginning. All the above described property lies in and is a part of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 27, Township 2, North Range 10, East and situated in Second Judicial District of Jasper County, Mississippi.

(4) The Substation at or near Meridian in Lauderdale County known as the Plant Sweatt Transmission Substation, located on land on which the Sweatt Steam Plant is located, a description of which is set out under I, (1) of the Supplemental Indenture dated as of April 1, 1949.

(5) The Substation at or near Wiggins in Stone County, known as the Wiggins 44/12 KV Substation, located on land described as follows:

Lot 14 Block 13 Pinecrest Addition to the town of Wiggins, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Stone County.

(6) The Substation at or near Bay Springs in Jasper County known as the Bay Springs 44/12 KV Substation, located on land on which the Bay Springs Transmission Substation is located, a description of which is set out under III (3) herein.

(7) The Substation at or near Gulfport in Harrison County, known as the Gulfport East Area Substation located on land described as follows:

Lots Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26), in Block Sixteen (16) of Grass Lawn Addition to the City of Gulfport, Mississippi, as shown by map or plat of said Addition on file and of record in the Office of the Clerk of the Chancery Court of said County.

(8) The Substation at or near Biloxi in Harrison County known as the D'Iberville 22/4 KV Substation, located on land on which the Biloxi Transmission Substation is located, a description of which is set out under III (13) of the Supplemental Indenture dated as of April 1, 1949.

(9) The Metering Station at or near Collins in Covington County to serve the Southern Pine E.P.A. located on land owned by the Southern Pine E.P.A.

(10) The Substation at or near Pass Christian in Harrison County, known as the Pass Christian 22/12 KV Substation, located on land described as follows:

That lot or parcel of land having a frontage South on the North margin of North Street in the width of 62 feet, and extending back, in a Northerly direction between parallel lines, a distance of 500 feet, more or less, and being bounded on the North by land now or formerly belonging to Morgan, on the East by land now, or formerly belonging to Donlin, on the South by the said North Street, and on the West by a lot of land hereinafter described, and being the identical land acquired by Louis Bridges by deed from John Morgan, July 17, 1914, and recorded in book 108, pages 469-470, of the record of deeds, Harrison County, Mississippi, and deed from John Morgan dated September 22, 1914, and recorded in book 111, pages 454-455.

Also, that lot or parcel of land fronting South on said North Street in the width of 28 feet, lying adjacent to the lot hereinabove described, and extending back in a Northerly direction, between parallel lines to the South line of the Livingston Claim, and being bounded on the North by the Livingston Claim, on the East by land hereinabove described, and conveyed, and land now or formerly belonging to *Legegne* and being the identical lot conveyed to Louis Bridges by Mrs. S. Picard by deed dated August 26, 1914.

and recorded in the record of deeds of Harrison County, Mississippi, in book 109, page 244.

All of the land herein conveyed being the land inherited by the heirs at law of Louis Bridges, deceased, and being in Section 24, Township 8, Range 13, West, Harrison County, Mississippi.

(11) The Substation at or near Meridian in Lauderdale County to serve the Meridian Water Works, located on land owned by city of Meridian.

(12) The Substation at or near Meridian in Lauderdale County to serve the Sanson Hosiery Mill, located on land owned by Sanson Hosiery Mill.

(13) The Substation at or near Richton in Perry County to serve the Richton Sand and Gravel Company, located on land owned by Richton Sand and Gravel Company.

(14) The Substation site at or near Lucedale in George County, described as follows:

For point of beginning commence at the Southwest corner of Northwest Quarter (NW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section TWENTY NINE (29), Township ONE (1) South, Range SIX (6) West, George County, Mississippi, thence run North a distance of 1038 feet to the West right-of-way line of Mississippi State Highway No. 15; thence run in a Southerly direction along the West right-of-way line of said Mississippi State Highway No. 15 a distance of 1540.9 feet to a point on the South boundary line of the said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and from said point run thence West for a distance of 1134 feet back to the point of beginning. Said land being known and otherwise described as all that part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 29, T. 1S., R. 6W., in George County, Mississippi, lying west of Mississippi State Highway No. 15 and comprising 12 acres, more or less.

(15) The Switching Station site at or near Wade in Jackson County described as follows:

Commencing at the SE corner of Section 34, Township 4 South, Range 6 West, and run West along the South boundary

line of said Section 34, for a distance of 481 feet to the point of beginning; thence run North 17 degrees and 20 minutes West for a distance 139.5 feet to a point; thence run South 72 degrees and 40 minutes West for a distance of 284 feet to a point on the East right-of-way boundary of a black top County road; thence run South along East boundary of said County road for a distance of 27.5 feet to a point; thence South 17 degrees and 20 minutes East for a distance of 14.5 feet to a point on the South boundary line of said Section 34, thence run East for a distance of 320 feet along the South boundary line of said Section 34, to the point of beginning being located in, and being a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 4 South, Range 6 West, Jackson County, Mississippi.

Commencing at the NE corner of Section 3, Township 5 South, Range 6 West and run West along the North boundary line of said Section 3, for a distance of 481 feet to the point of beginning; thence run South 17 degrees and 20 minutes East for a distance of 160.5 feet to a point; thence run South 72 degrees and 40 minutes West for a distance of 300 feet to a point; thence run North 17 degrees and 20 minutes West for a distance of 263.4 feet to a point on the North boundary line of said Section 3; thence run East along the North boundary line of said Section 3, Township 5 South, Range 6 West, for a distance of 320 feet to the point of beginning being located in and being a part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 3, Township 5 South, Range 6 West, Jackson County, Mississippi.

(16) The Substation site at or near Laurel in Jones County described as follows:

Commencing at the NE corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 8 North, Range 11 West, Second Judicial District, Jones County, Mississippi, and run West on and along the forty line a distance of 535 feet to the point of beginning; thence continue West on and along the forty line a distance of 200 feet; thence South 660 feet; thence East 200 feet to a point on the West line of Pearson Avenue; thence North on and along the West line of Pearson Avenue, a distance of 660 feet to the point of beginning, being a parcel of land in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 8 North, Range 11 West, Second Judicial District, Jones County, Mississippi, and containing 3.03 acres.

IV

OTHER REAL PROPERTY

- (1) A parcel of land described as follows:

Commencing at the Northwest corner of Lot 3 in Block 2 of the Southwest Quarter of the Southeast Quarter of Section 17, Township 10 North, Range 14, West, Smith County, Mississippi, and run East 77 feet, thence South 72 feet to a point where the South right of way line of the Old Highway intersects a drainage ditch, which point is the POINT OF BEGINNING: Thence North 80 degrees and 05 minutes East on and along the South right of way line of the Old Highway a distance of 185.78 feet; thence South 87 feet to a point on the North bank of the drainage ditch; thence in a Northwesterly direction on and along the meanderings of the drainage ditch a distance of 198 feet, more or less, to the point of beginning, being a parcel of land in Lots 2 and 3 in Block 2 of the Southwest Quarter of the Southeast Quarter of Section 17, Township 10 North, Range 14 West, Smith County, Mississippi, and situated in the Town of Taylorsville, Mississippi, and containing 0.25 of an acre.

being the site of the Taylorsville storage yard.

- (2) A parcel of land described as follows:

Starting at the NE Corner of Lot 15 or SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 2 North, Range 15 East and running west along the North line of Lot 15 a distance of 600.6 feet to a point on West right-of-way line of the GM&O Railroad Company, thence South 1° 50' West along the West Railroad right-of-way line a distance of 116.6 feet to the point of beginning and running thence South 1° 50' West along the West Railroad right-of-way line a distance of 229.0 feet to a point on the North boundary line of the Quitman-Pachuta public road, thence North 68° 06' West along the North boundary of the Quitman-Pachuta road a distance of 118.0 feet, thence North 25° 0' East a distance of 205.0 feet, and thence South 88° 10' East a distance of 30.0 feet to the point of beginning, all being in Lot 15 or SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 2 North, Range 15 East, Town of Quitman, Clarke County, Mississippi.

This parcel of land also is situated in and is part of Lots 15, 19 and 21 as shown in the Mississippi Lumber Company survey

of 1909 as recorded in the Chancery Clerk's office Clarke County, Mississippi Plat Book 2 Page 12.

being the site of the Quitman Storage Yard.

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 proportionally 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 3½% Series due 1981, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Sixth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Sixth Series shall mature on August 1, 1981, and may, subject to the provisions of Section 6 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registrable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Sixth 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 Sixth Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of three and one-half per centum (3½%) per annum, payable semi-annually on February 1 and August 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 Sixth Series and unregistered temporary bonds of the Sixth Series shall be dated as of August 1, 1951. Registered bonds of the Sixth Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Sixth Series of like aggregate principal amount shall be interchangeable at the option of the holders.

Any or all of the bonds of the Sixth 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	Special
	Redemption Premium	Redemption Premium
	(If redeemed prior to August 1 of the calendar year stated and subse- quent to the last day of July of the calendar year next preceding such year)	
1952	$3\frac{7}{8}\%$.929%
1953	$3\frac{3}{4}\%$.929%
1954	$3\frac{3}{4}\%$.929%
1955	$3\frac{5}{8}\%$	$\frac{7}{8}\%$
1956	$3\frac{1}{2}\%$	$\frac{7}{8}\%$
1957	$3\frac{1}{2}\%$	$\frac{7}{8}\%$
1958	$3\frac{3}{8}\%$	$\frac{7}{8}\%$
1959	$3\frac{1}{4}\%$	$\frac{7}{8}\%$
1960	$3\frac{1}{8}\%$	$\frac{7}{8}\%$
1961	$3\frac{1}{8}\%$	$\frac{3}{4}\%$
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	$1\frac{3}{4}\%$	$\frac{1}{2}\%$
1973	$1\frac{5}{8}\%$	$\frac{1}{2}\%$
1974	$1\frac{1}{2}\%$	$\frac{3}{8}\%$
1975	$1\frac{1}{4}\%$	$\frac{3}{8}\%$
1976	$1\frac{1}{8}\%$	$\frac{3}{8}\%$
1977	1 %	$\frac{1}{4}\%$
1978	$\frac{3}{4}\%$	$\frac{1}{4}\%$

and without premium in either case if redeemed on or after August 1, 1978.

The holder of any coupon bond of the Sixth 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 Sixth 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, which are to remain in effect so long as any bonds of the series referred to in said Section shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Sixth Series shall be outstanding under the Indenture.

SECTION 3. The Company covenants and agrees that, so long as any bonds of the Sixth Series are outstanding under the Indenture, it will not, after June 30, 1951, declare or pay any dividends, or make any other distribution (except dividends payable or distributions made in shares of Common Stock of the Company), on or in respect of its Common Stock, or purchase or otherwise acquire for a consideration any shares of its Common Stock (except at a cost not in excess of the proceeds derived after June 30, 1951 from the sale of additional shares of its Common Stock), if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of its Common Stock after June 30, 1951, shall exceed

(a) the earned surplus of the Company accumulated after June 30, 1951 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus on account of items inherent in the balance sheet at June 30, 1951), plus

(b) the earned surplus of the Company accumulated prior to July 1, 1951 in an amount not exceeding the aggregate of \$1,000,000, any additional capital contributions to the Company after June 30, 1951 and all proceeds derived after June 30, 1951 from the sale of additional shares of its Common Stock.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after June 30, 1951, there shall be deducted therefrom the total amount, if any, by which the aggregate of the charges to income since June 30, 1951 for repairs, maintenance and provision for depreciation shall have been less than 16% of the gross operating revenues of the Company subsequent to June 30, 1951, after deducting from such gross operating revenues the amount spent subsequent to June 30, 1951 for electric energy, gas or steam purchased by it for resale. The term "consideration" as used in this Section shall mean cash or fair value if the consideration be other than cash.

SECTION 4. 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 5. 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 6. 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 Sixth Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 7. 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. Although this Supplemental Indenture and the unregistered temporary bonds of the Sixth Series are dated for convenience as of August 1, 1951, if they shall be executed and delivered prior to August 1, 1951, they shall nevertheless be binding obligations of the Company forthwith upon delivery.

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 Supplemental 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 30th day of July, 1951 by Mississippi Power Company in the County of New York, State of New York, in the presence of

M. A. HUFF

E. RAY PERRY

GUARANTY TRUST COMPANY OF NEW YORK,

(CORPORATE SEAL)

By ARTHUR E. BURKE

Vice-President.

Attest:

F. J. MCGOLDRICK

Assistant Secretary.

Signed, sealed and delivered this 30th day of July, 1951 by Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

W. E. KESSLER

A. M. COULTER

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 30th day of July, 1951.

(NOTARIAL SEAL)

ROSE E. PRUM
 ROSE E. PRUM
 NOTARY PUBLIC, State of New York
 No. 41-8449850
 Qual. in Queens County, Cert. Filed
 with New York Co. Clerk and Register
 Term expires March 30, 1952

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

On the 30th day of July, in the year one thousand nine hundred and fifty-one, before me personally came S. L. MUTHS, to me known, who being by me duly sworn, did depose and say that he resides at 1525 Pratt Street, 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)

ROSE E. PRUM
 ROSE E. PRUM
 NOTARY PUBLIC, State of New York
 No. 41-8449850
 Qual. in Queens County, Cert. Filed
 with New York Co. Clerk and Register
 Term expires March 30, 1952

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, ARTHUR E. BURKE as Vice-President, and F. J. MCGOLDRICK 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 30th day of July, 1951.

(NOTARIAL SEAL)

DAVID W. CREE
 DAVID W. CREE
 Notary Public, State of New York
 No. 31-5854200
 Qualified in New York County
 Cert. Filed with City Reg., N. Y. County
 Term expires March 30, 1952

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

On the 30th day of July, in the year one thousand nine hundred and fifty-one, before me personally came ARTHUR E. BURKE, to me known, who being by me duly sworn, did depose and say that he resides at 565 Park 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)

DAVID W. CREE
 DAVID W. CREE
 Notary Public, State of New York
 No. 31-5854200
 Qualified in New York County
 Cert. Filed with City Reg., N. Y. County
 Term expires March 30, 1952