

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. **9809** - *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*
Filed **1425**
DEC 15 1978 - 9 50 AM
INTERSTATE COMMERCE COMMISSION

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

Choleman
Quincy for 39 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:

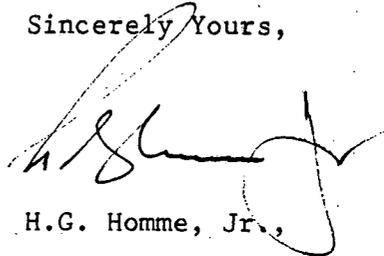
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

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)

9909-N
RECORDATION NO. Filed 1425

2103

DEC 15 1978 - 9 50 AM [CONFORMED COPY]

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE.

Supplemental Indenture

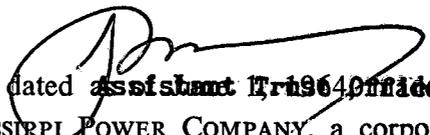
providing among other things for
FIRST MORTGAGE BONDS
4 $\frac{5}{8}$ % Series due 1994

Dated as of June 1, 1964

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



SUPPLEMENTAL INDENTURE, dated ~~Assistant Trust Officer~~ **1964**

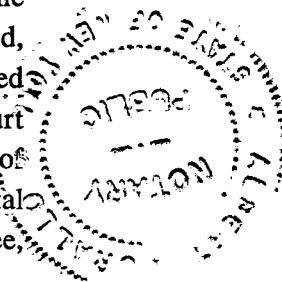
and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of 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 Morgan Guaranty Trust Company of New York under its former name of 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 and in the Office of the Judge of Probate of each county in the State of Alabama 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 and in the Offices of the Judges of Probate of some or all of the counties in the State of Alabama 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

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



in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "4½% Series due 1994" (hereinafter sometimes referred to as the "Thirteenth Series"), each of which bonds shall also bear the descriptive title "First Mortgage Bond", the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature June 1, 1994; and

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

[FORM OF COUPON BOND OF THE THIRTEENTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 4½% SERIES DUE 1994

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 June 1, 1994, and to pay interest thereon from June 1, 1964, at the rate, until the principal hereof shall have become due and payable, of four and five-eighths per centum per annum, payable on December 1 and June 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, given by the Company to Morgan Guaranty Trust Company of New York under its former name of Guaranty Trust Company of New York (hereinafter sometimes referred to

as the "Trustee"), as Trustee, and indentures supplemental thereto, 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 newspaper printed in the English language and customarily published at least once a day for at least five days in each calendar week 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 or improvement fund or the maintenance and/or 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 or improvement fund or the maintenance and/or 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":

**If Redeemed During the Twelve Months' Period
Ending the Last Day of May,**

Year	Regular Redemption Premium	Special Redemption Premium
1965.....	5.36%	.729%
1966.....	5.17%	.72%
1967.....	4.99%	.71%
1968.....	4.81%	.70%
1969.....	4.62%	.68%
1970.....	4.44%	.67%
1971.....	4.25%	.66%
1972.....	4.07%	.64%
1973.....	3.88%	.62%
1974.....	3.70%	.61%
1975.....	3.51%	.59%
1976.....	3.33%	.57%
1977.....	3.14%	.55%
1978.....	2.96%	.53%
1979.....	2.77%	.51%
1980.....	2.59%	.49%
1981.....	2.41%	.47%
1982.....	2.22%	.44%
1983.....	2.04%	.42%
1984.....	1.85%	.39%
1985.....	1.67%	.36%
1986.....	1.48%	.33%
1987.....	1.30%	.30%
1988.....	1.11%	.27%
1989.....	.93%	.24%
1990.....	.74%	.20%
1991.....	.56%	.17%
1992.....	.37%	.13%
1993.....	.19%	.09%

and without premium in either case if redeemed on or after June 1, 1993.

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 corporate trust 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 by his signature or a facsimile thereof, 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 by his signature or a facsimile thereof, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated: June 1, 1964.

MISSISSIPPI POWER COMPANY,

By.....
President.

Attest:

.....
Secretary.

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

[FORM OF COUPON]

\$.....

On _____, 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, the amount shown hereon 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 of the series and number designated hereon. 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.

4 7/8 % Series due 1994

(Bond)

No.

(Coupon No.)

.....

.....
Treasurer.

The amount to be inserted in coupons due on December 1 in each year shall be \$23.13; the amount to be inserted in coupons due on June 1 in each year shall be \$23.12.

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

[FORM OF REGISTERED BOND OF THE THIRTEENTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 4 7/8 % SERIES DUE 1994

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 June 1, 1994, 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 December 1, 1964, in which case from

June 1, 1964, at the rate, until the principal hereof shall have become due and payable, of four and five-eighths per centum per annum, payable on December 1 and June 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, given by the Company to Morgan Guaranty Trust Company of New York under its former name of Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, and indentures supplemental thereto, 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 newspaper printed in the English language and customarily published at least once a day for at least five days in each calendar week 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 or improvement fund or the maintenance and/or 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 or improvement fund or the maintenance and/or 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":

**If Redeemed During the Twelve Months' Period
Ending the Last Day of May,**

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1969.....	4.62%	.68%
1970.....	4.44%	.67%
1971.....	4.25%	.66%
1972.....	4.07%	.64%
1973.....	3.88%	.62%
1974.....	3.70%	.61%
1975.....	3.51%	.59%
1976.....	3.33%	.57%
1977.....	3.14%	.55%
1978.....	2.96%	.53%
1979.....	2.77%	.51%
1980.....	2.59%	.49%
1981.....	2.41%	.47%
1982.....	2.22%	.44%

**If Redeemed During the Twelve Months' Period
Ending the Last Day of May,**

Year	Regular Redemption Premium	Special Redemption Premium
1983.....	2.04%	.42%
1984.....	1.85%	.39%
1985.....	1.67%	.36%
1986.....	1.48%	.33%
1987.....	1.30%	.30%
1988.....	1.11%	.27%
1989.....	.93%	.24%
1990.....	.74%	.20%
1991.....	.56%	.17%
1992.....	.37%	.13%
1993.....	.19%	.09%

and without premium in either case if redeemed on or after June 1, 1993.

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 corporate trust 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 by his signature or a facsimile thereof, 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 by his signature or a facsimile thereof.

Dated,

MISSISSIPPI POWER COMPANY,

By.....
President.

Attest:

.....
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.

MORGAN 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 \$10,000,000 principal amount of bonds of the Thirteenth 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 Morgan 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 States of Mississippi and Alabama, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof:

I

Electric Generating Plants.

GREENE COUNTY STEAM PLANT:

The undivided forty per cent (40%) interest of Mississippi Power Company in the lands and properties conveyed to it by indenture of December 11, 1962, from Alabama Property Company, grantor, to Alabama Power Company and Mississippi Power Company, grantees, as tenants in common, recorded in the office of the judge of probate of Greene County, Alabama, in deed book 59, page 393, including all the interest of the Company in "the Plant" as defined in such indenture, subject to the reservations, conditions, waivers and covenants therein provided. The real estate, interests, easements and rights thereby conveyed are therein described as follows:

All that part of the following described lands lying within Greene County, Alabama: fractional section 14, fractional section 22, fractional section 23, fractional section 24, fractional section 25, fractional section 26, fractional section 27, fractional section 28, fractional section 34, fractional

section 35, and the east half, and the east half of west half of fractional section 21, all in township 19 north, range 3 east; less and except that portion of the lands designated as tracts H-845-2 and H-845-3 of the Demopolis Lock and Dam Reservoir conveyed by Ernest G. Maxey and wife, Dovie M. Maxey to the United States of America on February 1, 1954, by deed of record in the office of the judge of probate of Greene County, Alabama, in deed book 46, at page 112, et seq., said lands excepted containing 276 acres, more or less, as such rights so conveyed to the United States of America have been modified by a subordination instrument from the said United States of America dated August 20, 1962, and recorded in the aforesaid probate office in deed book 58, page 633; and less and except 25.63 acres, more or less, heretofore conveyed to the United States of America on August 21 and September 20, 1902, by deeds recorded in deed book 9, at pages 619 and 679 in the office of the judge of probate of Greene County, Alabama; and less and except 1.1 acres in the southeast quarter of the southwest quarter of fractional section 21, township 19 north, range 3 east, more particularly described as follows: Begin at the northwest corner of the southeast quarter of the southwest quarter of fractional section 21, having coordinates of north 946,466.82 feet, east 410,017.24 feet, and run south $02^{\circ} 05'$ west 441.0 feet to a point, such point being the point of beginning of the parcel of land herein described; from such point of beginning run east 365.2 feet to a point; thence run south 135.0 feet to a point; thence run west 370.0 feet to a point; thence run north $02^{\circ} 05'$ east 135.1 feet to the point of beginning.

Subject to an undivided one-half interest in and to all of the oil, gas and other minerals heretofore conveyed to E. H. R. Sabens by deed of September 26, 1940, recorded in deed book 33, page 288, in the office of the judge of probate of Greene County, Alabama, and subject to those certain easements granted to the United States of America by the said Ernest G. Maxey and wife, Dovie M. Maxey, as described in said deed of February 1, 1954, recorded in the office of the judge of probate of Greene County, Alabama, in deed book 46, at page 112, et seq., as such easements have been modified by a subordination instrument from the said United States of America dated August 20, 1962, and recorded in the aforesaid probate office in deed book 58, page 633;

Together with any and all right, title and interest in the banks, beds, and waters of any streams or rivers bordering or within the hereinabove described real estate, and also any and all right, title, and interest in and to any roads, streets, ways, easements and strips, within the said real estate,

and any and all other rights, title and interest, including reversionary and contingent interests in such real estate, owned by Dick Hall Maxey and other grantors who conveyed to Alabama Power Company by deed dated May 28, 1962, recorded in the aforesaid probate office in deed book 58, page 383.

Subject to an easement to Joe A. Maxey et al., to use jointly with said tenants in common the following described road:

Begin at a point on the northern boundary of Section 28, Township 19 North, Range 3 East and which point is 25 feet, more or less, east of the northwest corner of such Section 28, Township 19 North, Range 3 East, and run south parallel to the west boundary of such Section 28, to the southern boundary thereof; thence turn left and run east along the south boundary of such section a distance of 20 feet to a point; thence turn left and run north and parallel to the west boundary line of such section to a point on the north boundary line of such section; thence turn left and run west 20 feet to the point of beginning. Said described road is 20 feet in width and 5280 feet in length, lying and being in the west half of the west half ($W\frac{1}{2}$ of $W\frac{1}{2}$) of Section 28, Township 19 North, Range 3 East, Greene County, Alabama, and containing 1.93 acres, more or less.

Grantors reserve unto themselves, their successors and assigns, the right to use the above described private road in any way they desire and to construct, operate, and maintain electric transmission and distribution lines and appliances in connection therewith over and across said road. It is understood and agreed that this grant by Grantors to Grantees is for the use of such road only and should Grantees abandon their use thereof, this grant is null and void and all rights, title, and interest granted herein shall revert to and become the property of Grantors, their successors and assigns.

II

Electric Transmission Lines.

(1) The Waynesboro-Lucedale Transmission Line, extending from the Company's Transmission Substation at or near Waynesboro in Wayne County, Mississippi, 52 miles, more or less, to the Company's Substation at or near Lucedale in George County, Mississippi.

(2) The Richburg-Columbia Transmission Line, extending from the Company's Switching Station at or near Richburg in Lamar County, Mississippi, 28 miles, more or less, to the Company's Transmission Substation at or near Columbia in Marion County, Mississippi.

(3) The Gulf Coast Generating Plant-Biloxi Transmission Line, extending from the Gulf Coast Steam Plant in Harrison County, Mississippi, 13 miles, more or less, to the Biloxi Transmission Substation in Harrison County, Mississippi, via the Fernwood Transmission Substation.

(4) The Meridian-Meridian Northeast Area Transmission Line, extending from the Company's Transmission Substation at or near Meridian in Lauderdale County, Mississippi, 7 miles, more or less, to the Company's Meridian Northeast Area Transmission Substation in Lauderdale County, Mississippi.

(5) The Hickory-Union Transmission Line, extending from the Company's Substation at or near Hickory in Newton County, Mississippi, 18 miles, more or less, to the Company's Substation at or near Union in Newton County, Mississippi.

(6) The Picayune-Coast EPA Transmission Line, extending from the Company's Transmission Substation at or near Picayune in Pearl River County, Mississippi, 4 miles, more or less, to the Coast Electric Power Association's Substation in Pearl River County, Mississippi.

(7) The Oloh-Atomic Energy Commission Transmission Line, extending from the Company's Transmission Line at or near Oloh in Lamar County, Mississippi, 14 miles, more or less, to the Company's Atomic Energy Commission Substation in Lamar County, Mississippi.

(8) The Bay St. Louis Transmission Substation-Bay St. Louis No. 2 Transmission Line, extending from the Company's Transmission Substation at or near Bay St. Louis in Hancock County, Mississippi, 7 miles, more or less, to the Company's existing Transmission Line near Bay St. Louis in Hancock County, Mississippi.

(9) The Meridian Northeast-Colonial Pipe Line Transmission Line, extending from the Company's Meridian Northeast Area Transmission Substation in Lauderdale County, Mississippi, 5 miles, more or less, to the Company's Colonial Pipe Line Transmission Substation in Lauderdale County, Mississippi.

(10) The Gulfport-Long Beach Transmission Line, extending from the Company's Transmission Substation at or near Gulfport in Harrison County, Mississippi, 6 miles, more or less, to a point near Long Beach in Harrison County, Mississippi.

(11) The Biloxi-Bayou Casotte Transmission Line, extending from the Company's Biloxi Transmission Substation in Harrison County, Mississippi, 32 miles, more or less, to the Company's Bayou Casotte Transmission Substation in Jackson County, Mississippi, via the Transmission Substations near Ocean Springs, Pascagoula, Coastal Chemical Company and Standard Oil Refinery Corporation in Jackson County, Mississippi.

III

Substations.

(1) The Substation at or near Columbia in Marion County, Mississippi, known as the Columbia Transmission Substation located on land a description of which is set out under II, (12) of the Supplemental Indenture dated as of April 1, 1962.

(2) The Substation located between Gulfport and Biloxi in Harrison County, Mississippi, known as the Fernwood Transmission Substation located on land a description of which is set out under II, (14) of the Supplemental Indenture dated as of April 1, 1962.

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

That certain parcel of land described as beginning at the southwest corner of the southeast quarter of the southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Twenty-Two (22), Township Seven (7) South, Range Eight (8) West, Jackson County, Mississippi, and from said point running South $89^{\circ} 58'$ East along the south boundary of said Section 22 a distance of Four Hundred Forty-two and one-half feet (442.5'), more or less, to the east boundary of the West one-third of the Southeast quarter of the Southwest quarter ($W\frac{1}{3}$ of $SE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section 22; from said point run North a distance of 451.2 feet,

more or less, to the south margin of Vancleave Road, run thence South $57^{\circ} 01'$ West along the South margin of said road a distance of 423.75 feet to a point, running thence South $58^{\circ} 02'$ West on the chord of a curve to the right having a radius of 2900 feet, more or less, a distance of 102.60 feet, more or less, to the West boundary of the Southeast quarter of the Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section 22, running thence South a distance of 165.95 feet, more or less, to the point of beginning. Said parcel of land is further described as bounded South by the south boundary of said Section 22, bounded West by the west boundary of the Southeast quarter of the Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section 22, bounded north by Vancleave Road and bounded East by the east boundary of the West one-third of the Southeast quarter of the Southwest quarter ($W\frac{1}{3}$ of $SE\frac{1}{4}$ of $SW\frac{1}{4}$) of said Section 22, which said east boundary is also the west boundary of the property of St. Regis Paper Company.

Subject only to an easement to Singing River Electric Power Association, being located on the south margin of Vancleave Road. Said easement being 12 feet in width.

(4) The Substation at or near Pascagoula in Jackson County, Mississippi, known as the Pascagoula Transmission Substation located on land described as follows:

Starting at the intersection of the North margin of Telephone Road (or Mississippi Highway No. 63) and the center line of the Mississippi Export Railroad main track and measure North 58 degrees East along the North margin of said Telephone Road a distance of 961.5 feet to an iron pipe which is at the Southeast corner of the property of the Acme Building Supply Company, which is the point of beginning; thence continue North 58 degrees East along the North margin of Telephone Road a distance of 396.4 feet to an iron pin and fence; thence run North along the fence line a distance of 210.4 feet to an iron pin; thence run West 261.5 feet to an iron pin; thence run North 4 degrees West a distance of 260.7 feet to the South margin of Krebs Lane; thence run West along the South margin of Krebs Lane a distance of 150.3 feet to an iron pin; thence run South 4 degrees East a distance of 405.4 feet to an iron pin (which is at the Northeast corner of the property of the Acme Building Supply Company); thence run South 13 degrees 25

minutes East a distance of 285.0 feet to the North margin of Telephone Road (Mississippi Highway No. 63); which is the point of beginning of the land herein conveyed, said property being situated in Claim Section 1, Township 8 South, Range 6 West, Jackson County, Mississippi.

(5) The Substation at or near Meridian in Lauderdale County, Mississippi, known as the Meridian Northeast Area Substation located on land described as follows:

Beginning at the point where the North line of 49th Street intersects the West line of Lot 5 of Harper's Subdivision of Section 29, Township 7 North, Range 16 East, Lauderdale County, Mississippi, and run North along the West line of Lots 5 and 4 in said Harper's Subdivision a distance of 600 feet; run thence East a distance of 400 feet; run thence South a distance of 600 feet to the North line of 49th Street; run thence West a distance of 400 feet along the North line of 49th Street to the said point of beginning, said property being within and a part of Lots 4 and 5 of said Harper's Subdivision.

(6) The Substation at or near Saucier in Harrison County, Mississippi, known as the Saucier Transmission Substation to serve the Coast Electric Power Association located on land described as follows:

A lot or parcel of land, containing 1.551 acres, situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, T5S, R12W of Harrison County, Mississippi, and more particularly described as follows: Commencing at a concrete monument, which is the Southeast corner of said Section 11, T5S, R12W and running thence West for a distance of 302.2 feet to a point 50.0 feet East of and perpendicular to the center line of existing Mississippi Power Company's 115 KV Electric Transmission line; thence North 2° 00' West parallel to said transmission line for a distance of 734.2 feet to the point of beginning, which point is also the Southeast corner of property herein described. From said point of beginning continue North 2° 00' West for a distance of 315.5 feet more or less to the South margin of Saucier Road; thence South 68° 06' West along South margin of said road for a distance of 265.9 feet; thence South 2° 00' East for a distance of 225.0 feet; thence North 88° 00' East for a distance of 250.0 feet to the point of beginning.

(7) The Substation at or near Meridian in Lauderdale County, Mississippi, to serve the Colonial Pipeline Corporation located on land owned by the Colonial Pipeline Corporation.

(8) The Substation site at or near Lumberton in Lamar County, Mississippi, for the Lumberton Transmission Substation described as follows:

Part of Lots 3 and 4 of Section 6, Township 1 South, Range 14 West, and part of Lots 7 and 8 of Section 31, Township 1 North, Range 14 West; said land being described by metes and bounds as follows:

Commencing at the NW corner of Section 6, Township 1 South, Range 14 West; thence go East along the North line of said section for a distance of 1103.5 feet; thence go South a distance of 438.2 feet to the North margin of Mississippi Highway 13 for a point of beginning of the lands herein conveyed;

From this point of beginning thence go North a distance of 585.2 feet to an iron pin; thence go East a distance of 485.5 feet to the Northwest margin of Old Highway 11; from this point thence go Southwesterly along the Northwest margin of Old Highway 11 and along the North margin of Mississippi Highway 13 a distance of 766 feet, more or less, to the point of beginning.

(9) The Substation at or near Cumbest Bluff in Jackson County, Mississippi, known as the Cumbest Bluff Transmission Substation to serve the Singing River Electric Power Association located on land described as follows:

Commencing at the southeast corner of Section 26, Township 5 South, Range 6 West, Jackson County, Mississippi, and from said point run west along the section line a distance of 975.6 feet to the center line of the westernmost of the two presently existing Mississippi Power Company 110 KV electric transmission lines, run thence north 10 degrees 37 minutes west along the center line of said transmission line a distance of 3163 feet to a point, run thence south 83 degrees 04 minutes west a distance of 182 feet to the point of beginning; from said point of beginning run thence north 06 degrees 56 minutes west a distance of 94 feet to a point, run thence north 83 degrees 04 minutes east a distance of 198.5 feet to a point, run thence north 03 degrees 15 minutes west a distance of 242 feet to a point on the south margin of the right of

way of a public road, run thence south 84 degrees 00 minutes east along said right of way a distance of 50.7 feet to a point, run thence south 03 degrees 15 minutes east a distance of 227.8 feet to a point, run thence north 83 degrees 04 minutes east a distance of 71.1 feet to a point, run thence south 06 degrees 56 minutes east a distance of 220 feet to a point, run thence south 83 degrees 04 minutes west a distance of 320 feet to a point and run thence north 06 degrees 56 minutes west a distance of 126 feet to the point of beginning.

(10) The Substation at or near Pascagoula in Jackson County, Mississippi, to serve the Standard Oil Refinery Corporation located on land owned by the Standard Oil Refinery Corporation.

(11) The Transmission System Control Center in Gulfport, Harrison County, Mississippi, located on land a description of which is set out under III, (14) of the Supplemental Indenture dated as of July 1, 1959.

(12) The Substation Site at or near Biloxi in Harrison County, Mississippi, to serve the Keesler Field area described as follows:

Commencing at the corner common to Sections 23, 24, 25 and 26, Township 7 South, Range 10 West, District East of Pearl River said point being marked by a concrete monument; thence North 89° 41' East 2653.5 feet measured along the line common to Sections 24 and 25; thence South 0° 9' West, 2155.9 feet to an iron pipe being the point of beginning and the Northwest corner of the property herein described; thence continuing South 0° 9' West 313 feet to a point marked by an iron pipe; thence North 89° 41' East 1189.7 feet to an iron pipe on the West margin of Rodenberg Avenue; thence North 0° 21' East along the West margin of Rodenberg Avenue 313 feet to a point; thence South 89° 41' West 4.5 feet to an iron pipe; thence continuing South 89° 41' West 1186 feet to an iron pipe and the point of beginning; being bounded on the South by property of the Biloxi Municipal Separate School District of Harrison County, Mississippi, on the North by property of the Grantor, on the East by Rodenberg Avenue, and on the West by property of the United States of America.

(13) The Substation Site at or near Ellisville in Jones County, Mississippi, for the Ellisville Transmission Substation described as follows:

A parcel of land located within and is a part of the West half of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$), Section 3, Township 7 North, Range 12 West, Jones County, Mississippi, First Judicial District, said parcel of land is described as follows:

Commence at the point of intersection of the West boundary line of the above described West half of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast (SE $\frac{1}{4}$) with the North boundary line of Mississippi Highway 29; thence run East along the North boundary line of said Highway for a distance of 176.2 feet to the point of beginning; from said point of beginning run Northeasterly parallel to and 80 feet, measured at right angles, from the center line of a 115 KV transmission power line as now constructed for a distance of 450 feet to a point; thence run Southeasterly and at right angle for a distance of 251 feet to a point which is located 25 feet West of the East boundary line of the said above described West half of Southeast quarter of the Southeast quarter; thence run South parallel to the said East boundary of the said West half of Southeast quarter of the Southeast quarter for a distance of 267.0 feet to a point on the aforementioned North boundary line of Highway No. 29; thence run West along the North boundary line of said Highway No. 29 for a distance of 437.8 feet to the point of beginning.

(14) Additional land at or near Poplarville in Pearl River County, Mississippi, for the Poplarville Substation adjacent to the land, a description of which is set out under IV, (39) of the Indenture dated as of September 1, 1941, described as follows:

That certain lot or parcel of land beginning at the Southwest Corner of Lot 28, Block 3 of College Highland Addition to the Town of Poplarville, Mississippi, and run thence Northerly along the East line of South High Street 50 feet; thence Easterly along the Northerly line of said Lot 28 for 75 feet; thence Southerly parallel to the East line of South High Street 50 feet; thence Westerly along the Southerly line of said Lot 28 for 75 feet to the point of beginning.

(15) The Substation Site at or near Lawrence in Newton County, Mississippi, described as follows:

Commence at Southeast corner of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 23, Township 6 North, Range 10 East, Newton County, Mississippi, and

run thence due North 546 feet, thence due West 210 feet, thence due North 210 feet, thence due West 315 feet to point of beginning: Thence due West 100 feet to East right-of-way of Lawrence-Conehatta Road; thence South 26 degrees 26 minutes East along East right-of-way of said road 105 feet; thence due East for 100 feet; thence North 26 degrees 26 minutes West for 105 feet to point of beginning. Said property being situated in NE 1/4 of SE 1/4, Section 23, Township 6 North, Range 10 East, Newton County, Mississippi, and containing 0.22 plus or minus, acres.

(16) The Substation at or near Forest in Scott County, Mississippi, to serve the Forest Industries Incorporated. Located on land owned by the Forest Industries Incorporated.

(17) The Substation at or near Purvis in Lamar County, Mississippi, to serve the Atomic Energy Commission Test Area (Tatum Salt Dome) on land owned by the U. S. Government.

(18) The Substation at or near Hattiesburg in Forest County, Mississippi, to serve the University of Southern Mississippi on land owned by the University of Southern Mississippi.

(19) The Substation at or near Meridian in Lauderdale County, Mississippi, to serve the Kroehler Manufacturing Company on land owned by the Kroehler Manufacturing Company.

(20) The Substation at or near Purvis in Lamar County, Mississippi, to serve the Pearl River Valley Electric Power Association (Oloh) located on land described as follows:

A parcel of land containing 0.427 acres, more or less, and located partly in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 2 North, Range 15 West, Lamar County, Mississippi, and partly in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 2 North, Range 16 West, Lamar County, Mississippi, and more particularly described as beginning at the point where the North boundary line of the Old Purvis and Columbia Road intersects the West boundary line of said Section 6, Township 2 North, Range 15 West, and thence run in a southeasterly direction along the North boundary line of said Old Purvis and Columbia Road for a distance of 143.8 feet, more or less, to a point on the West boundary

line of a 50-foot wide right of way of the grantee herein, run thence North 00 degrees 03 minutes East along the West boundary line of said 50-foot wide right of way for a distance of 92.4 feet to a point, run thence in a northwesterly direction parallel with the North boundary line of the said Old Purvis and Columbia Road for a distance of 213.8 feet to a point, run thence in a southwesterly direction and perpendicular to said Old Purvis and Columbia Road a distance of 80 feet to a point on the North boundary line of said Old Purvis and Columbia Road and run thence in a southeasterly direction along the North boundary line of said Old Purvis and Columbia Road a distance of 116.2 feet, more or less, to the point of beginning.

(21) The Substation at or near Lumberton in Lamar County, Mississippi, to serve the Hess Pipeline Company on land owned by the Hess Pipeline Company.

(22) The Substation at or near Biloxi in Harrison County, Mississippi, to serve the Broadwater Beach Hotel on land owned by the Broadwater Beach Hotel.

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 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 as hereinbefore set forth (said bonds being sometimes herein referred to as the "bonds of the Thirteenth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Thirteenth Series shall mature on June 1, 1994, and may 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 Thirteenth 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 Thirteenth Series, until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semi-annually on December 1 and June 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of the Thirteenth Series 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 Thirteenth Series and unregistered temporary bonds of the Thirteenth Series shall be dated June 1, 1964. Registered bonds of the Thirteenth Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Thirteenth Series of like aggregate principal amount shall be interchangeable at the option of the holders.

Any or all of the bonds of the Thirteenth 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 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 newspaper printed in the English language and customarily published at least once a day for at least five days in each calendar week 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 or of Section 2 or 4 of this Supplemental Indenture or of the sinking or improvement fund provisions of any other Supplemental Indenture and otherwise than by the use of proceeds of released property, with a regular redemption premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the forms of bonds hereinbefore set forth, and, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or of Section 2 or 4 of this Supplemental Indenture or of the sinking or improvement fund provisions of any other Supplemental Indenture or by the use of proceeds of released property, either (a) with a special redemption premium, if any, equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the forms of bonds hereinbefore set forth or (b), if no special redemption premium is so set forth, then without premium.

The holder of any coupon bond of the Thirteenth Series may have the ownership thereof registered as to principal at the corporate trust 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 Thirteenth Series may be transferred at the corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants that, so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, it will, on or before June 1 in each year commencing with June 1, 1965:

(a) deposit with the Trustee subject to the provisions of this Section cash and/or bonds of any series authenticated under the Indenture then outstanding (taken at their principal amount) in an amount equal to the "improvement fund requirement" (which term, as used in this Section, shall mean for any year an amount equal to one per centum (1%) of the aggregate principal amount of bonds of the Thirteenth Series authenticated and delivered by the Trustee pursuant to the provisions of Articles IV, V and VI of the Indenture, prior to January 1 of that year, after deducting from such aggregate principal amount the principal amount of bonds of the Thirteenth Series which, prior to January 1 of that year, have been deposited with the Trustee for cancellation as the basis for the release of property or for the withdrawal of cash representing proceeds of released property or have been purchased or redeemed by the use of proceeds of released property); or,

(b) to the extent that it does not so deposit cash and/or bonds, certify to the Trustee unfunded net property additions in an amount equal to one hundred sixty-six and two-thirds per centum ($166\frac{2}{3}\%$) of the portion of the improvement fund requirement not so satisfied;

provided, however, that, so long as Section 2.12 of the Indenture shall remain in effect, compliance with the requirements of said Section 2.12 shall constitute compliance with the requirements of this Section.

The term "improvement fund certificate", as used in this Section, shall mean an accountant's certificate filed by the Company with the Trustee pursuant to this Section. Such certificate may be a separate certificate or it may be combined with an improvement fund certificate or certificates filed pursuant to the improvement fund provisions of the Indenture or of any other indenture or indentures supplemental thereto.

On or before the first day of June in each year, beginning June 1, 1965, so long as any bonds of the Thirteenth Series are outstanding under the Indenture, the Company shall (if Section 2.12 of the Indenture is no longer in effect) deliver to the Trustee an improvement fund certificate showing the improvement fund requirement for that year, the amount of cash, if any, and the principal amount of bonds authenticated under the Indenture then outstanding, if any, then to be deposited by the Company with the Trustee and, if the Company elects to satisfy the improvement fund requirement for that year in whole or in part by the certification of unfunded net property additions, the amount, if any, of unfunded net property additions to be certified. The Company shall, concurrently with the delivery to the Trustee of such certificate, deposit with the Trustee the amount of cash, if any, and the principal amount of bonds, if any, shown in such certificate.

No property additions shall be certified in any improvement fund certificate pursuant to the provisions of this Section unless there shall be delivered to the Trustee with such certificate the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

The Trustee shall hold any cash deposited with it under the provisions of this Section as a part of the mortgaged and pledged property until paid out as hereinafter provided. Any cash deposited with the Trustee under the provisions of this Section may, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice-President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture and of an opinion of counsel,

(1) be withdrawn, used or applied by the Company in accordance with the provisions of paragraph (2), (3) or (4) of Section 10.05 of the Indenture, except that any premium required to be paid to purchase or redeem bonds shall be paid out of funds held by the Trustee under

this Section and the Company shall not be required to furnish the Trustee with additional funds for such purpose or to reimburse the Trustee or the improvement fund for moneys so paid out. Interest and expenses in connection with purchases or redemptions pursuant to this Section shall be dealt with as provided in Section 9.05 of the Indenture; or

(2) be withdrawn by the Company to the extent of sixty per centum (60%) of the amount of unfunded net property additions certified to the Trustee for such purpose, but only upon receipt by the Trustee of the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

Bonds deposited with the Trustee pursuant to this Section, or purchased or redeemed by the use of cash deposited pursuant to this Section, shall be cancelled and shall not be thereafter made the basis for the authentication of bonds, the withdrawal, use or application of cash, or the release of property, under any of the provisions of the Indenture, or thereafter used to satisfy the requirements of this Section or of any other sinking or improvement fund provided for in the Indenture or in any indenture supplemental thereto or to satisfy an unsatisfied balance of the maintenance and replacement requirement (as defined in Section 7.07 of the Indenture) or to satisfy any replacement deficit pursuant to Section 4 hereof.

To the extent that unfunded net property additions are certified to the Trustee to satisfy the improvement fund requirement for any year in whole or in part or as a basis for the withdrawal of cash deposited with the Trustee under the provisions of this Section, the amount of such unfunded net property additions shall thereafter be deducted in computing the amount of unfunded net property additions under Section 1.11 of the Indenture and in computing gross property additions under Section 7.07 of the Indenture.

SECTION 3. Section 7.07 of the Indenture is hereby amended (a) by inserting after the word "bonds" in the second line of the second paragraph thereof the words "of any series created prior to January 1, 1964" and (b)

inserting after the word "will," in the first line of the fifth paragraph thereof the words "so long as any bonds of any series created prior to January 1, 1964 shall be outstanding under this Indenture,".

SECTION 4. The Company covenants that, so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, the Company will, on or before June 1, 1965 and on or before June first of each calendar year thereafter, furnish to the Trustee a certificate (to be known as a replacement certificate), which may either be a separate certificate or may be combined with a maintenance certificate furnished pursuant to Section 7.07 of the Indenture, showing separately:

(a) the sum of the amounts equal to the product of the applicable percentage (as hereinafter defined) and the mathematical average of the amounts of depreciable property (as hereinafter defined) at the opening of business on January 1 and at the close of business on December 31 of each calendar year subsequent to December 31, 1963 and prior to the January 1 next preceding the date of the certificate (herein sometimes called "the replacement requirement");

(b) the amount specified pursuant to paragraph (a) in the replacement certificate filed in the preceding year, if any;

(c) the difference between the amount specified in paragraph (a) above and the amount specified in paragraph (b) above;

(d) the amount applied for renewals and replacements (as such term is defined in Section 7.07 of the Indenture, but for the period commencing January 1, 1964 instead of January 1, 1941), of the mortgaged and pledged property (other than specially classified property) subsequent to December 31, 1963 and prior to the January 1 next preceding the date of the certificate;

(e) the amount specified pursuant to paragraph (d) in the replacement certificate filed in the preceding year, if any;

(f) the difference between the amount specified in paragraph (d) above and the amount specified in paragraph (e) above;

(g) the sum of the amounts of the unsatisfied balances of the maintenance and replacement requirement provided for in Section 7.07 of the Indenture which the Company has satisfied subsequent to December 31, 1964 or is satisfying concurrently with the filing of the certificate, less the principal amount of bonds and cash deposited with the Trustee subsequent to December 31, 1964 to satisfy any such unsatisfied balance and thereafter withdrawn and the amount of unfunded net property additions certified to the Trustee for such purpose subsequent to December 31, 1964 and thereafter offset upon the basis of a maintenance credit as provided in said Section 7.07 of the Indenture;

(h) the amount specified pursuant to paragraph (g) of the replacement certificate filed in the preceding year, if any;

(i) the difference between the amount specified in paragraph (g) above and the amount specified in paragraph (h) above;

(j) any available replacement credit, as hereinafter defined, and the computation thereof;

(k) the replacement credit or replacement deficit, as hereinafter defined.

The term "applicable percentage" shall mean 2.1% when applied to periods during which Section 2.12 of the Indenture shall be or have been in effect and 2.25% when applied to other periods or, in either case, such other percentage as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935. The Company reserves the right to apply, at any time and from time to time after the date of this Supplemental Indenture, for a revision of the then current applicable percentage and, in the event that the revised percentage proposed by the Company shall be authorized or approved as hereinabove provided, the applicable percentage shall be changed accordingly.

The term "depreciable property" shall mean, as of any specified time of computation, an amount, determined in accordance with generally accepted accounting principles, equal to the sum of (a) the aggregate of the cost to the

Company, or the original cost (whichever is less), of the depreciable mortgaged and pledged property (other than specially classified property), excluding any amount included in utility plant acquisition adjustments accounts or in any accounts for similar purposes, and (b) amounts included in the utility plant acquisition adjustments accounts of the Company if (1) the Company shall have failed to provide a reserve therefor on its books and (2) the Company shall have failed to make provision for charges to income and/or periodic charges to surplus in lieu of charges to income adequate to permit the write-off thereof at the expiration of the estimated useful life of the property represented thereby.

The term "replacement credit" shall mean the excess, if any, of the sum of the amounts stated pursuant to paragraphs (f), (i) and (j) above over the amount stated pursuant to paragraph (c) above, and the term "available replacement credit" shall mean the amount of the replacement credit, if any, stated in paragraph (k) of the last replacement certificate theretofore filed, less the principal amount of bonds and cash thereafter withdrawn and the amount of unfunded net property additions thereafter offset upon the basis of such replacement credit as hereinafter in this Section provided.

The term "replacement deficit" shall mean the excess, if any, of the amount stated pursuant to paragraph (c) above over the sum of the amounts stated pursuant to paragraphs (f), (i) and (j) above.

In case any replacement certificate shows a replacement deficit, the Company covenants that it will, concurrently with the filing of such certificate, satisfy such replacement deficit by any one or more of the following methods:

- depositing cash with the Trustee;
- depositing with the Trustee bonds issued and outstanding under the Indenture; or
- certifying to the Trustee unfunded net property additions

in an amount or amounts equal to the amount of such replacement deficit.

For the purpose of computing the amount of any deposit or certification for the purposes of this Section, bonds issued under the Indenture and deposited with the Trustee shall be included at the principal amount thereof.

If the Company shall own or acquire any property which does not constitute property additions solely because it is subject to a prior lien, then, so long as such property shall be subject to such prior lien, there may be included in the amount applied for renewals and replacements and certified as unfunded net property additions to satisfy any replacement deficit the amount applied for renewals and replacements of, and of net additions to, as the case may be, such property subsequent to the date of actual acquisition of the property subject to such prior lien and the amount of cash or bonds (taken at their principal amount) secured by such prior lien deposited with the trustee or other holder of such prior lien, subsequent to such date, pursuant to a requirement of such prior lien similar in purpose to that of this Section, up to but not exceeding the percentage of the replacement requirement subsequent to such date which the total cost of such property subject to such prior lien is of the sum of (a) one hundred sixty-six and two-thirds per centum ($166\frac{2}{3}\%$) of the principal amount of the bonds outstanding under the Indenture on the date of the acquisition of such property and (b) the cost of such property. As to any such property so owned on January 1, 1964, the date of the acquisition of such property shall be deemed to be January 1, 1964. The certificates, opinions and other items required to be delivered to the Trustee to comply with the requirements of this Section and Section 4.05 of the Indenture may contain such appropriate modifications from the contents thereof otherwise required by the provisions of the Indenture applicable thereto as may be necessary to permit of the operation of the provisions of this paragraph.

No unfunded net property additions shall be certified to satisfy any replacement deficit unless there shall be delivered to the Trustee, with such certification, the applicable certificates and opinion of counsel, and instruments and cash, if any, described in paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture (except that property which would be a property addition except for the fact that it is subject to a prior lien shall be separately described and may be included as a property addition under the circumstances and to the extent set forth in the next preceding

paragraph of this Section) showing that the Company has unfunded net property additions equal to the amount so certified.

The Trustee shall hold any cash deposited with it under the provisions of this Section as a part of the mortgaged and pledged property until paid out as hereinafter provided. Upon delivery to the Trustee of the written order of the Company, signed by its President or a Vice-President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture, and of an opinion of counsel, cash deposited under the provisions of this Section may

(xx) be withdrawn by the Company in an amount equal to any available replacement credit; or

(yy) be withdrawn by the Company to the extent of the amount of unfunded net property additions certified for the purpose, but only upon receipt by the Trustee of the applicable certificates, opinion of counsel and instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture; or

(zz) be withdrawn by the Company or used or applied in accordance with the provisions of paragraph (2), (3) or (4) of Section 10.05 of the Indenture, except that any premium required to be paid to purchase or redeem bonds shall be paid out of funds held by the Trustee under this Section and the Company shall not be required to furnish the Trustee with additional funds for such purpose or to reimburse the Trustee or the replacement fund for moneys so paid out. Interest and expenses in connection with purchases or redemptions of bonds made with cash deposited pursuant to this Section shall be dealt with as provided in Section 9.05 of the Indenture.

The amount of unfunded net property additions which has been certified to satisfy any replacement deficit or to withdraw any cash deposited with the Trustee pursuant to this Section may be offset, for the purpose of computing thereafter the amount of unfunded net property additions, in an amount equal to any available replacement credit or to the principal amount of bonds issued and outstanding under the Indenture deposited with

the Trustee for such purpose. Such offset shall become effective upon the filing with the Trustee of (i) a treasurer's certificate stating the amount of unfunded net property additions theretofore certified for such purposes to be offset and the manner in which such offset is to be effected and (ii) an opinion of counsel. If such offset is to be effected by the deposit of bonds, such treasurer's certificate shall be accompanied by such bonds.

Bonds deposited with the Trustee pursuant to this Section, or purchased or redeemed by the use of cash deposited pursuant to this Section, shall be held by the Trustee until withdrawn or cancelled as hereinafter provided and, while so held, shall not be made the basis for the authentication of bonds, the withdrawal, use or application of cash or the release of property, under any of the provisions of the Indenture, or used to satisfy an unsatisfied balance of the maintenance and replacement requirement or a replacement deficit or to satisfy the requirements of Section 2.12 of the Indenture or of any other sinking or improvement fund provided for in any indenture supplemental thereto. Any bonds deposited with or purchased or redeemed by the Trustee pursuant to this Section may be withdrawn (unless cancelled as hereinafter provided) by the Company, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice-President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture and of an opinion of counsel, in principal amount equal to (i) any available replacement credit or (ii) the amount of cash deposited with the Trustee to be held by it pursuant to the provisions of this Section until withdrawn, used or applied as provided in this Section. No payment by way of principal, interest or otherwise on any bonds so held by the Trustee shall be made or demanded by the Trustee while so held and the coupons thereto appertaining as they mature shall be cancelled by the Trustee.

At the option of the Company, bonds deposited with or purchased or redeemed by the Trustee pursuant to this Section shall, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice-President, be cancelled by the Trustee and, if so cancelled, shall not

thereafter be made the basis for the authentication of bonds, the withdrawal, use or application of cash or the release of property, under any of the provisions of the Indenture, or be used to satisfy the requirements of Section 2.12 of the Indenture or of any other sinking or improvement fund provided for in any indenture supplemental thereto or to satisfy an unsatisfied balance of the maintenance and replacement requirement (as defined in Section 7.07 of the Indenture) or to satisfy any replacement deficit pursuant to this Section.

To the extent that unfunded net property additions are certified to the Trustee to satisfy a replacement deficit for any year in whole or in part or as a basis for the withdrawal of cash deposited with the Trustee under the provisions of this Section, the aggregate amount of such unfunded net property additions (after deducting from such aggregate the amount [not exceeding such aggregate] by which the same has been offset by available replacement credit or the deposit of outstanding bonds as provided in this Section) shall thereafter be deducted in computing the amount of unfunded net property additions under Section 1.11 of the Indenture.

So long as this Section shall be in effect, Subdivision I(4) of Section 1.03 of the Indenture, as heretofore amended, is hereby amended to read as follows:

“(4) the operating expenses, including accruals for taxes (except undistributed earnings, income and excess profits taxes and any like taxes measured by income), rentals, insurance, actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation and for the amortization of plant acquisition adjustments account (but excluding interest, deductions used in computing net non-operating revenues and charges to income for the amortization of debt discount and expense), plus the amount, if any, by which charges to expense or income to provide for depreciation are less than an amount equal to the product of the applicable percentage (as defined in Section 4 of the Supplemental Indenture dated as of June 1, 1964) and the mathematical average of the amounts of depreciable property (as defined in said Section 4 of said Supplemental Indenture

dated as of June 1, 1964) at the opening of business on the first day and at the close of business on the last day of such period of twelve consecutive calendar months; provided, however, that, so long as any bonds of any series created prior to January 1, 1964 are outstanding under this Indenture, if the amount, if any, by which the aggregate of the actual charges for current repairs and maintenance and charges to expense or income to provide for depreciation are less than sixteen per centum (16%) of the gross operating revenues of the Company after deducting from such gross operating revenues the amount spent for electric energy, gas or steam purchased by it for resale is greater than such amount, then the amount to be included in operating expenses shall be such greater amount;”.

To the extent that the provisions of this Section are inconsistent with any other provisions of the Indenture or any indenture supplemental thereto, the provisions of this Section shall control; and adjustments shall be made in any applicable certificate, opinion of counsel or document to reflect compliance with and absence of violation of the provisions of this Section.

Subject to the provisions of Article XVI of the Indenture, the Trustee may accept a replacement certificate and any other documents delivered to it under this Section as conclusive evidence of any matter or fact therein set forth, and, subject as aforesaid, shall not incur any liability or responsibility for any action taken or omitted to be taken in reliance thereon.

SECTION 5. The Company covenants that, so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, it will not, after March 31, 1964, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions made in shares of common stock of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of its common stock, or purchase or otherwise acquire for a consideration any 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 March 31, 1964, shall exceed

(i) the earned surplus of the Company accumulated after March 31, 1964 (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 March 31, 1964), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1964 in an amount not exceeding \$3,600,000, plus

(iii) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after March 31, 1964, there shall be deducted the dividends accruing subsequent to March 31, 1964 on preferred stock of the Company and the total amount, if any, by which the charges to income or earned surplus since March 31, 1964 as provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than the sum of the amounts equal to the product of the applicable percentage (as defined in Section 4 hereof) and the mathematical average of the amounts of depreciable property (as defined in said Section 4) at the opening of business on the first day and at the close of business on the last day of each calendar year (and, proportionately, of each period of months which is less than a calendar year) subsequent to March 31, 1964 included in the period for which earned surplus is being determined; provided, however, that, so long as any bonds of any series created prior to January 1, 1964 are outstanding under the Indenture, if the total amount, if any, by which the aggregate of the charges to income or earned surplus

since March 31, 1964 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 16% of the gross operating revenues derived by the Company subsequent to March 31, 1964 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale, is greater than such amount, then the amount to be deducted in determining earned surplus shall be such greater amount. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

SECTION 6. Section 2.07 of the Indenture, as heretofore amended, is hereby further amended to read as follows:

"SECTION 2.07. All bonds issued hereunder shall, from time to time be executed on behalf of the Company by its President or one of its Vice-Presidents and its corporate seal shall be thereunto affixed, or a facsimile thereof shall be printed, lithographed or engraved thereon, and attested by its Secretary or one of its Assistant Secretaries. In the case of the bonds of any series created subsequent to December 31, 1952, the signature of any such President or Vice-President may be facsimile and, in the case of the bonds of any series created subsequent to December 31, 1963, the signature of any such Secretary or Assistant Secretary may also be facsimile. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon or whose facsimile signature appears on any bonds or coupons shall cease to be such officers of the Company before the bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered or issued by the Company, such bonds nevertheless may be authenticated, delivered and issued with the same force and effect as though the person or persons who signed such

bonds and attested the seal thereon or whose facsimile signature appears on any bonds or coupons had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Trustee shall cut off and cancel all matured coupons thereto attached, except as otherwise provided in Section 2.05 and except that coupon bonds which are authenticated in lieu of lost, destroyed, defaced or mutilated bonds shall bear all coupons which have not been paid and on account of which satisfactory indemnity is given."

SECTION 7. 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 8. 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 9. This Supplemental Indenture may be 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 Morgan 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 or Trust Officers 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,

By. V. J. DANIEL, JR.
Vice President.

(CORPORATE SEAL)

Attest:

ROGER F. BOUDET
Assistant Secretary.

Signed, sealed and delivered this 12th day of June, 1964 by Mississippi Power Company in the County of New York, State of New York, in the presence of

ROBERT H. OWEN

AMELIA BROWN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER
Vice President.

(CORPORATE SEAL)

Attest:

DEAN W. EGLY
Assistant Secretary.

Signed, sealed and delivered this 12th day of June, 1964 by Morgan Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

G. B. LEVEY

T. W. LEVINNESS

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, V. J. DANIEL, JR., as Vice President, and ROGER F. BOUDET 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 12th day of June, 1964.

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, 1966

(NOTARIAL SEAL)

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

On the 12th day of June, in the year one thousand nine hundred and sixty-four, before me personally came V. J. DANIEL, JR., to me known, who being by me duly sworn, did depose and say that he resides at 1109 Second 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.

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, 1966

(NOTARIAL SEAL)

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, W. L. BAKER as Vice President, and DEAN W. EGLY as Assistant Secretary, of MORGAN 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 12th day of June, 1964.

J. NOEL CREAN

J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1966

(NOTARIAL SEAL)

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

On the 12th day of June, in the year one thousand nine hundred and sixty-four, before me personally came W. L. BAKER, to me known, who being by me duly sworn, did depose and say that he resides at 212 Park Lane, Douglaston 63, N. Y.; that he is a Vice President of MORGAN 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

J. NOEL CREAN

J. NOEL CREAN
 Notary Public, State of New York
 No. 31-5853985
 Qualified in New York County
 Commission Expires March 30, 1966

(NOTARIAL SEAL)