

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

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
RECORDER NO. Filed 1425
DEC 15 1978 - 9 50 AM
INTERSTATE COMMERCE COMMISSION
AA, BB

Dear Mr. Homme:

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

The parties to the enclosed documents are the following:

Mortgagor: Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39501

Mortgagee: Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Choleman
Guaranty for 29 Dec 1978

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

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

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

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

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

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

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

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

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

Dear Sir:

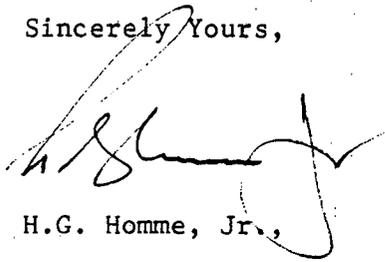
The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act,

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

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

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

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

9909 - I
RECORDATION NO. Filed 1425

DEC 15 1978 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE.

Supplemental Indenture
providing among other things for
FIRST MORTGAGE BONDS
3 $\frac{3}{8}$ % Series due 1986

Dated as of March 1, 1956

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

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By


Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of March 1, 1956,
made and entered into by and between MISSISSIPPI POWER COMPANY, a
corporation organized and existing under the laws of the State of
Maine (hereinafter commonly referred to as the "Company") and
GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and
existing under the laws of the State of New York, with its principal
office in the Borough of Manhattan, The City of New York (herein-
after commonly referred to as the "Trustee"), as Trustee under the
Indenture dated as of September 1, 1941 between the Company and
Guaranty Trust Company of New York, as Trustee, securing bonds
issued and to be issued as provided therein (hereinafter sometimes
referred to as the "Indenture"),

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

WHEREAS the Company and the Trustee have executed and
delivered various supplemental indentures for the purpose, among
others, of further securing said bonds, which supplemental indentures
describe and set forth additional property conveyed thereby and are
also of record in the Offices of the Clerks of the Chancery Courts of
some or all of the counties in the State of Mississippi in which this
Supplemental Indenture is to be recorded and are on file at the prin-
cipal office of the Trustee, above referred to; and

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

Albert Corallo
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

porate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due 1986" (hereinafter sometimes referred to as the "bonds of the Eighth Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature March 1, 1986; and

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

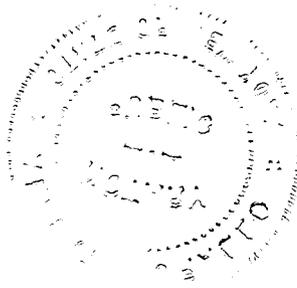
[FORM OF COUPON BOND OF THE EIGHTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3 $\frac{3}{8}$ % SERIES DUE 1986

No.

\$1000



Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on March 1, 1986, and to pay interest thereon from March 1, 1956, at the rate, until the principal hereof shall have become due and payable, of three and three-eighths per centum per annum, payable on September 1 and March 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

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

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

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one 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 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 replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	
1957	5.25%	2.39%
1958	5.07%	2.34%
1959	4.89%	2.29%
1960	4.71%	2.24%
1961	4.53%	2.19%
1962	4.35%	2.13%
1963	4.17%	2.08%
1964	3.99%	2.02%
1965	3.81%	1.96%
1966	3.63%	1.90%
1967	3.44%	1.83%
1968	3.26%	1.77%
1969	3.08%	1.70%
1970	2.90%	1.63%
1971	2.72%	1.55%
1972	2.54%	1.48%
1973	2.36%	1.40%
1974	2.18%	1.32%
1975	2.00%	1.24%
1976	1.82%	1.15%
1977	1.63%	1.06%
1978	1.45%	0.97%
1979	1.27%	0.88%
1980	1.09%	0.78%
1981	0.91%	0.68%
1982	0.73%	0.58%
1983	0.55%	0.47%
1984	0.37%	0.36%
1985	0.25%	0.25%

and without premium in either case if redeemed on or after
March 1, 1985.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

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

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

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents 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, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated: March 1, 1956.

MISSISSIPPI POWER COMPANY,

By.....
Vice-President.

ATTEST:

.....
Assistant Secretary.

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

[FORM OF COUPON]

\$.....

On the first day of _____, 19____, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, _____ Dollars and _____ Cents in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond of the series designated below, No. _____. This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.
3 3/8% Series due 1986.

.....
Treasurer.

The amount to be inserted in coupons due on September 1 in each year shall be Sixteen Dollars and Eighty-eight Cents (\$16.88); the amount to be inserted in coupons due on March 1 in each year shall be Sixteen Dollars and Eighty-seven Cents (\$16.87).

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

[FORM OF REGISTERED BOND OF THE EIGHTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3 $\frac{3}{8}$ % SERIES DUE 1986

No. \$.....

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on March 1, 1986, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to September 1, 1956, in which case from March 1, 1956, at the rate, until the principal hereof shall have become due and payable, of three and three-eighths per centum per annum, payable on September 1 and March 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

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

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

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one 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 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 replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium

equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium (If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	Special Redemption Premium
1957	5.25%	2.39%
1958	5.07%	2.34%
1959	4.89%	2.29%
1960	4.71%	2.24%
1961	4.53%	2.19%
1962	4.35%	2.13%
1963	4.17%	2.08%
1964	3.99%	2.02%
1965	3.81%	1.96%
1966	3.63%	1.90%
1967	3.44%	1.83%
1968	3.26%	1.77%
1969	3.08%	1.70%
1970	2.90%	1.63%
1971	2.72%	1.55%
1972	2.54%	1.48%
1973	2.36%	1.40%
1974	2.18%	1.32%
1975	2.00%	1.24%
1976	1.82%	1.15%
1977	1.63%	1.06%
1978	1.45%	0.97%
1979	1.27%	0.88%
1980	1.09%	0.78%
1981	0.91%	0.68%
1982	0.73%	0.58%
1983	0.55%	0.47%
1984	0.37%	0.36%
1985	0.25%	0.25%

and without premium in either case if redeemed on or after March 1, 1985.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

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

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

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

Presidents 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.

Dated,

MISSISSIPPI POWER COMPANY,

By
Vice-President.

Attest:

.....
Assistant Secretary.

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

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

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

GUARANTY TRUST COMPANY OF NEW YORK,
As Trustee,

By
Authorized Officer.

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

Now, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$4,000,000 principal amount of bonds of the Eighth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

I

ELECTRIC GENERATING PLANT

- (1) A new Steam Plant site located between the cities of Gulfport and Biloxi in Harrison County, described as follows:

Lot 6 or the East Half of the Southwest Quarter of Section 17, Township 7 South, Range 10 West, Harrison County, Mississippi, and being also described as the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 17 if surveyed and laid out as a regular section.

All that part of the Northwest Quarter ($NW\frac{1}{4}$) of Section 17, Township 7 South, Range 10 West, Harrison County, Mississippi, which now lies west of the eastern boundary of Biloxi River according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

$SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section Eighteen (18), Township Seven (7) South, Range Ten (10) West, Harrison County, Mississippi, and containing forty acres, more or less, according to the U. S. Survey.

Lots 1 to 48, Blk. 1; Lots 1 to 24, 25 to 48, Blk. 2; Lots 1 to 48, Blk. 3; Lots 1 to 6, 7 to 15, 16 to 20, 21 to 25, 26 to 48, inc., Blk. 4; Lots 1 to 4, 5 to 12, 13 to 16, 17 to 22, 23 to 48, inc., Blk. 5; Lots 1 to 6, 7 to 39, 40 to 48, inc., Blk. 6; Lots 1 to 3, 4 to 14, inc., 17 to 22, 23 to 32, 34, 35 to 43, 44 to 48 inc., Blk. 7; Lots 1, 2, 4 to 7, 9 to 11, 12 to 22, 23 to 44, 45 to 48, Blk. 8; Lots 1 to 5, 7 to 13, 14 to 17, 18 to 23, 24 to 30, 31 to 45, 46, 47, 48, Blk. 9; Lots 3 to 12, 13 to 19, 20 to 48, Blk. 10; Lots 1 to 4, 5, 6 to 22, 23 to 29, 30 to 41, 42 to 46, inc., Blk. 11; Lots 1 to 39, 40 to 48, inc., Blk. 12; Lots 1 to 31, 32 to 41, 42 to 46, 47, 48, Blk. 13; Lots 1 to 9, 10 to 25, 26 to 29, inc., Blk. 14; WASHINGTON HEIGHTS ADDITION. Also Lots 47 and 48, Block 11, WASHINGTON HEIGHTS ADDITION.

All that part of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), lying South of Bayou Narcisse or Fritz's Creek, in Section Seven (7), Township Seven (7) South Range Ten (10) West, particularly reserving unto the Grantors herein and excepting from this conveyance one-half ($\frac{1}{2}$) of all mineral rights in and upon said property.

The SE $\frac{1}{4}$ of Section 18, except a parcel of land beginning at the SE corner thereof running thence North 660 ft., West 330 ft., S. 660 ft., E. 330 ft., to beginning (approximately 155 acres); Also the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, all in Township 7 South, Range 10 West, less lots 11 and 12 Block 26, Washington Heights Extension (60 acres less two lots 25 x 125 feet each).

The North one-hundred-fifty (150) feet of Lots 1 and 2 Block 9 of Lawler's Orange and Truck Farms, being a Subdivision of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 7 South, Range 12 West, Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of said county and state. The South One-Half (S $\frac{1}{2}$) of the South-West Quarter (SW $\frac{1}{4}$) of the South-East Quarter (SE $\frac{1}{4}$) in Section Seven (7), Township Seven (7) South, Range Ten (10) West, Harrison County, Mississippi, except a parcel of land measuring approximately 115 feet by 280 feet in the northwest corner of this said twenty acre tract, which is a family cemetery. The E $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, Township 7 South, Range 10 West in Harrison County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Harrison County, Mississippi.

Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3; Lots 1 and N $\frac{1}{2}$ of Lots 2, Block 4; Lot 2, Block 5; Lot 2, Block 6; Lots 1 and 2, Block 7; Lots 1 and 2, Block 8, of Lawler's Orange and Truck Farms Addition, According to the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and being in Section 18, Township 7 South, Range 10 West, in Harrison County, Mississippi.

South Half of Lot 2, Block 4, of the Lawler Orange and Truck Farms Subdivision as per the official map or plat of said Addition or Subdivision now on file and of record in the office of the Clerk of the Chancery Court, said lot being located in Section 18, Township 7 South, Range 10 West.

Lot One (1) of Block Six (6) of Lawler's Orange and Truck Farm Subdivision as per map or plat thereof on file and of record in the office of the Chancery Clerk, Harrison County,

Mississippi. Said property being a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 7 South, Range 10 West, Harrison County, Mississippi.

Lot One (1) of Block five (5) of Lawler's Orange and Truck Farms Subdivision, being also a part of the NW $\frac{1}{4}$ of Section 18, Township 7 South, Range 10 West, Harrison County, Mississippi.

II

ELECTRIC TRANSMISSION LINES

- (1) The Mississippi State Line-Lucedale-Gulfport Transmission Line extending from the Mississippi State Line in George County 58 miles more or less to the Company's Transmission Substation at or near Gulfport, Mississippi in Harrison County.
- (2) The Plant Eaton-South Hattiesburg Transmission line extending from Plant Eaton in Forrest County 3 miles more or less to the Company's South Hattiesburg Transmission Substation in Forrest County.

III

SUBSTATIONS

- (1) Additional land at or near Wade in Jackson County for the Wade Switching Station adjacent to the land, a description of which is set out under III, (15) of the Supplemental Indenture dated as of August 1st, 1951 described as follows:

Beginning at the point where the north boundary line of said Section 3, T. 5 S., R. 6 W., intersects the east right of way boundary line of a black top county road, thence run due east along said north boundary line of said Section 3 for a distance of 11 feet, more or less, to a point, said point being located on the westerly boundary line of land that now belongs to Mississippi Power Company, the deed for which is of record in Book 115 at page 233-234-45 of the Record of Deeds in the office of the Chancery Clerk of Jackson County,

Miss.; thence run South 20° and 22' East along the westerly boundary line of said land now belonging to Mississippi Power Company for a distance of 263.2 feet, more or less, to a point, said point being the southwesterly corner of said land now belonging to Mississippi Power Company, the deed for which is of record in Book 115 at page 233-234-45 of the Record of Deeds in the office of the Chancery Clerk of Jackson County, Miss.; thence run North 75° 07' West for a distance of 171.5 feet, more or less, to a point on the East right of way boundary line of the above mentioned black top county road; thence run in a northerly direction along the East right of way boundary line of said black top county road for a distance of 211 feet, more or less, to the point of beginning.

Beginning at a point where the south boundary line of Section 34, T. 4 S., R. 6 West, Jackson County, Mississippi, intersects the east right of way boundary line of a black top county road; thence run East along the south boundary line of said Section 34 for a distance of 11 feet, more or less, to a point; said point being located on the south boundary of said Section 34, and on the westerly boundary line of land that now belongs to Mississippi Power Company, the deed to which appears of record in Book 115 at pages 233-234-45 of the Record of Deeds in the office of the Chancery Clerk of Jackson, County, Mississippi; thence run North 20° 22' west along the westerly boundary line of said land now belonging to Mississippi Power Company, a distance of 15 feet, more or less, to a point on the east boundary line of said black top county road; thence run south along the east boundary line of said black top county road for a distance of 16 feet, more or less, to the point of beginning.

- (2) The Substation at or near Gulfport in Harrison County known as the Bayou View 22/12 KV Substation located on land described as follows:

That certain lot or parcel of land located in Tract C of Block 61 of Gulfport Bayou View Subdivision described as beginning at a point on the west right-of-way boundary of Chamberlain Avenue at the intersection of the prolongation of the south right-of-way boundary of 48th Street; thence running west 100 feet, thence south 100 feet, thence east

100 ft., to the west boundary of Chamberlain Avenue thence north 100 feet to the point of beginning.

- (3) The Substation at or near Gulfport in Harrison County to serve the Mississippi Aluminum Company located on land owned by the Mississippi Aluminum Company.
- (4) The Substation at or near Hattiesburg in Forrest County known as the South Hattiesburg 110/12 KV Substation located on land described as follows:

Commencing at the northeast corner of the NW $\frac{1}{4}$ of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi; run thence south 850 feet to a point; thence west 350 feet to a point; thence north 850 feet to a point; thence east 350 feet to the point of beginning. Containing approximately 6.83 acres.

- (5) The Switching Station site at or near Hattiesburg in Forrest County described as follows:

A certain parcel of land located in the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 4 North, Range 14 West, Lamar County, Mississippi, more particularly described as beginning at a point where the West boundary line of the East Half of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 25, Township 4 North, Range 14 West, Lamar County, Mississippi intersects the South boundary line of the Hattiesburg-Richburg public road, and from this point of beginning run South along the West boundary line of said East Half of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 353.3 feet, more or less, to the SW corner of said East Half of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence run East along the South boundary line of said East Half of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 528.5 feet to a point; thence run North 11 degrees and 48 minutes West for a distance of 560.4 feet, more or less to a point on the South boundary line of said Hattiesburg-Richburg public road; thence run in a Westerly direction along said South boundary line of said public road for a distance of 468 feet, more or less back to the point of beginning, containing five acres more or less.

- (6) The Substation at or near Beaumont in Perry County known as the Beaumont 44/12 KV Substation located on land described as follows:

A parcel of land situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 3 North, Range 9 West, Perry County, Mississippi, more particularly described as follows:

Commencing at a point where the north boundary line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 32, Township 3 North, Range 9 West, intersects the West Boundary line of Mississippi Highway No. 15, thence in a southerly direction along the western right-of-way line of said Highway for a distance of 757.7 feet to the point of beginning; thence west for a distance of 97.6 feet; thence south for a distance of 100 feet; thence East for a distance of 75 feet to the western right-of-way line of said highway; thence in a northerly direction along the western right-of-way line of said highway for a distance of 102.6 feet to the point of beginning.

- (7) The Substation at or near Laurel in Jones County to serve the Continental Turpentine and Rosin Company located on land owned by Continental Turpentine and Rosin Company.
- (8) The Substation at or near Columbia in Marion County to serve the New Orleans Furniture Manufacturing Company located on land owned by the New Orleans Furniture Manufacturing Company.
- (9) The Substation at or near Hattiesburg in Forrest County to serve the Reliance Manufacturing Company located on land owned by Reliance Manufacturing Company.
- (10) The Regulator Station at or near Lumberton in Lamar County known as the Lumberton Regulator Station located on Lumberton Substation site a description of which is set out under IV (57) of the Indenture dated as of September 1, 1941.
- (11) The Substation site at or near Biloxi in Harrison County, on which is located the West Biloxi Substation a description of which is set out under II (2) of the Supplemental Indenture dated as of August 1, 1947, described as follows:

Commencing at the corner common to Section 25 and Section 36, Township 7 S, Range 10 West, Harrison County; proceed thence South $0^{\circ}-12'-50''$ East 428.9' along this range line to its intersection with the South Property Line of the Louisville & Nashville Railroad thence proceed N. $88^{\circ}-31'-50''$ East a distance of 3,166.7' along South boundary of right of way of Louisville & Nashville Railroad to a point, being the Northeast Corner of the Bienville Addition to the City of Biloxi; thence North $88^{\circ}-31'-20''$ East and along South boundary of Louisville & Nashville Railroad right of way 1,400.3' to the northwest corner of Keller Addition to the City of Biloxi; thence proceed South $0^{\circ}-42'-40''$ East along Western boundary of Keller Addition 582.5' to a point of beginning; thence South $0^{\circ}-42'-40''$ East along Western boundary of Keller Addition 91.9'; thence South $88^{\circ}-31'-20''$ West a distance of 45.31'; thence North $9^{\circ}-30'$ West a distance of 41.9'; thence North $0^{\circ}-42'-40''$ West a distance of 50 ft.; thence North $88^{\circ}-31'-20''$ East 50 ft. to point of beginning.

- (12) The Substation at or near Hattiesburg in Forrest County to serve the American Sand and Gravel Company located on land owned by American Sand and Gravel Company.
- (13) The Substation at or near Biloxi in Harrison County known as Greater Avenue Substation located on land described as follows:
 Lots 1 and 2 Block 37 of the re-plat of the extension of Greater Biloxi Subdivision, Harrison County, Mississippi being an area 120 feet North and South by 120 feet East and West.
- (14) The Substation at or near Picayune in Pearl River County to serve the Crosby Chemicals, Inc. located on land owned by Crosby Chemicals, Inc.
- (15) The Substation at or near Collins in Covington County known as the Collins Transmission Substation located on land a description of which is set out under II(24) of the supplemental Indenture dated as of October 1, 1953.

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

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

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

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and deliv-

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

SECTION 1. There is hereby created a series of bonds designated $3\frac{3}{8}\%$ Series due 1986, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Eighth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Eighth Series shall mature on March 1, 1986, 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 Eighth 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 Eighth Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of three and three-eighths per centum ($3\frac{3}{8}\%$) per annum, payable semi-annually on September 1 and March 1 in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

Coupon bonds of the Eighth Series and unregistered temporary bonds of the Eighth Series shall be dated March 1, 1956. Registered bonds of the Eighth Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Eighth Series of like aggregate principal amount shall be interchangeable at the option of the holders.

Any or all of the bonds of the Eighth Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one 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 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 premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or of Section 2 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, with a premium equal to a percentage of the

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

Year	Regular Redemption Premium (If redeemed prior to March 1 of the calendar year stated and subse- quent to the last day of February of the calendar year next preceding such year)	Special Redemption Premium
1957	5.25%	2.39%
1958	5.07%	2.34%
1959	4.89%	2.29%
1960	4.71%	2.24%
1961	4.53%	2.19%
1962	4.35%	2.13%
1963	4.17%	2.08%
1964	3.99%	2.02%
1965	3.81%	1.96%
1966	3.63%	1.90%
1967	3.44%	1.83%
1968	3.26%	1.77%
1969	3.08%	1.70%
1970	2.90%	1.63%
1971	2.72%	1.55%
1972	2.54%	1.48%
1973	2.36%	1.40%
1974	2.18%	1.32%
1975	2.00%	1.24%
1976	1.82%	1.15%
1977	1.63%	1.06%
1978	1.45%	0.97%
1979	1.27%	0.88%
1980	1.09%	0.78%
1981	0.91%	0.68%
1982	0.73%	0.58%
1983	0.55%	0.47%
1984	0.37%	0.36%
1985	0.25%	0.25%

and without premium in either case if redeemed on or after March 1, 1985.

The holder of any coupon bond of the Eighth Series may have the ownership thereof registered as to principal at the principal office of

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

SECTION 2. The Company covenants that, so long as any bonds of the Eighth Series shall be outstanding under the Indenture, it will, on or before June 1 in each year commencing with June 1, 1957:

(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 for any year shall mean an amount equal to one per centum (1%) of the aggregate principal amount of bonds of the Eighth 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 Eighth 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 and elsewhere in the Indenture, shall mean an accountant's certificate filed by the Company with the Trustee pursuant to this Section.

On or before the first day of June in each year, beginning June 1, 1957, so long as any bonds of the Eighth 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).

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. The Company covenants and agrees that the provisions of Section 3 of the Supplemental Indenture dated as of October 1, 1953, which are to remain in effect so long as any bonds of the Seventh Series are outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Eighth Series are outstanding under the Indenture.

SECTION 4. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 5. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

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

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its

Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

[SEAL]

By S. L. MUTHS

Attest:

Vice-President.

GEORGE L. BRAIN

Assistant Secretary.

Signed, sealed and delivered this 2nd day of March, 1956 by Mississippi Power Company in the County of New York, State of New York, in the presence of

E. RAY PERRY

TESSIE DEMETRIOU

GUARANTY TRUST COMPANY OF NEW YORK,

[SEAL]

By O. R. BROOKS

Attest:

Vice-President.

F. B. KINGSLEY

Assistant Secretary.

Signed, sealed and delivered this 5th day of March, 1956 by Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

H. H. GOULD

E. McMICHAEL

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, S. L. MUTHS as Vice-President, and GEORGE L. BRAIN 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 2nd day of March, 1956.

[NOTARIAL SEAL]

ROSE E. PRUM
ROSE E. PRUM
NOTARY PUBLIC, State of New York
No. 41-8449850
Qual. in Queens County, Cert. Filed
with New York Co. Clerk and Register
Term Expires March 30, 1956

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

On the 2nd day of March, in the year one thousand nine hundred and fifty-six, before me personally came S. L. MUTHS, to me known, who being by me duly sworn, did depose and say that he resides at 1525 Pratt Street, Gulfport, Mississippi; that he a Vice-President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[NOTARIAL SEAL]

ROSE E. PRUM
ROSE E. PRUM
NOTARY PUBLIC, State of New York
No. 41-8449850
Qual. in Queens County, Cert. Filed
with New York Co. Clerk and Register
Term Expires March 30, 1956

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

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

Given under my hand and official seal this 5th day of March, 1956.

[NOTARIAL SEAL]

LUCILLE T. SCHLISS
 LUCILLE T. SCHLISS
 Notary Public, State of New York
 Qualified in New York County
 No. 31-8817400
 Commission Expires March 30, 1956

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

On the 5th day of March, in the year one thousand nine hundred and fifty-six, before me personally came O. R. BROOKS, to me known, who being by me duly sworn, did depose and say that he resides at 400 Springfield Avenue, Cranford, New Jersey; that he a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[NOTARIAL SEAL]

LUCILLE T. SCHLISS
 LUCILLE T. SCHLISS
 Notary Public, State of New York
 Qualified in New York County
 No. 31-8817400
 Commission Expires March 30, 1956