

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 \$ **3.20**

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

9809-  
RECORDATION NO. .... Filed 1425  
DEC 15 1978-9 50 AM  
INTERSTATE COMMERCE COMMISSION  
*A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB*

Dear Mr. Homme:

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

The parties to the enclosed documents are the following:

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

*Choleman*  
*Quincy*  
*Quincy for B. B. B. B.*

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the aforesaid 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,

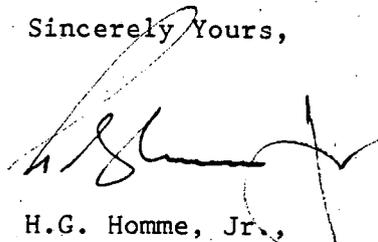
49 U.S.C. 20(c), on 12/15/78 at 9:50am

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)

RECORDATION NO. 9909-W  
Filed 1425

DEC 15 1978-9 50 AM

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**

7.15% Pollution Control Series due 2001

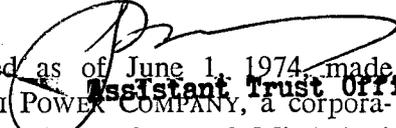
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*Dated as of June 1, 1974*

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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 June 1, 1974, made  
and entered into by and between MISSISSIPPI POWER COMPANY, a corpora-  
tion organized and existing under the laws of the State of Mississippi  
(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 Mississippi Power Company, a Maine corpora-  
tion (hereinafter sometimes referred to as the "Maine Corporation"), 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 Maine Corporation 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 con-  
veyed 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 Maine Corporation 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 Pro-  
bate 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 Maine Corporation by Articles of Merger dated October  
11, 1972, effective December 21, 1972, was merged into the Company which  
continued under the name and style of "Mississippi Power Company"; and

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

*Albert Corallo*

WHEREAS the Company and the Trustee entered into a Supplemental Indenture dated as of December 1, 1972, which provided, among other things, for the assumption of the Indenture by the Company; and

WHEREAS said Supplemental Indenture dated as of December 1, 1972 became effective on the effective date of such Articles of Merger; and

WHEREAS the Company has succeeded to and has been substituted for the Maine Corporation under the Indenture with the same effect as if it had been named therein as the mortgagor corporation; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "7.15% Pollution Control Series due 2004" (hereinafter sometimes referred to as the "Twenty-first 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, 2004; and

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

[FORM OF BOND OF THE TWENTY-FIRST SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 7.15% POLLUTION CONTROL SERIES DUE 2004

No. ....

\$.....

Mississippi Power Company, a Mississippi corporation (hereinafter called the "Company"), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars on June 1, 2004, 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, 1974, in which case from June 1, 1974, at the rate, until the principal hereof shall have become due and payable, of seven and fifteen-hundredths per centum per annum, payable on June 1 and December 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. The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the Company shall have made payments in accordance with Section 4.4 of the Installment Sale Contract dated as of June 1, 1974 between Harrison County, Mississippi and the Company sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Harrison County, Mississippi, Pollution Control Revenue Bonds (Mississippi Power Company Project), Series A (hereinafter referred to as the "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of June 1, 1974, of Harrison County, Mississippi to Hancock Bank, as trustee (hereinafter referred to as the "Trust Indenture") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds.

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 Mississippi Power Company, a Maine corporation (to which the Company is successor by merger), 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 given by mailing the same, by first class mail postage prepaid, 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 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, 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.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole, by payment of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustee of a written demand from the trustee under the Trust Indenture stating that the principal amount of all the Revenue Bonds then outstanding under the Trust Indenture have been declared immediately due and payable pursuant to Section 802 of the Trust Indenture. As provided in the Indenture, the date fixed for such redemption shall be not more than 180 days after receipt by the Trustee of the aforesaid written demand and shall be specified in a notice of redemption to be given not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Trust Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole or in part upon receipt by the Trustee of a written demand from the trustee under the Trust Indenture specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the second paragraph of Section 301 of the Trust Indenture. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the

date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

<b>If Redeemed During the Twelve Months' Period Ending the Last Day of May,</b>			
<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1985 .....	3 %	1988 .....	1½%
1986 .....	2½%	1989 .....	1 %
1987 .....	2 %	1990 .....	½%

and without premium if redeemed on or after June 1, 1990.

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 upon any such transfer a new registered bond or bonds 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. Registered bonds of this series 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. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

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 hereto affixed 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*

TRUSTEE'S AUTHENTICATION  
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 \$17,500,000 principal amount of bonds of the Twenty-first 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 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, 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**

(1) Additional land at or near Gulfport in Harrison County, Mississippi, for Plant Jack Watson adjacent to the land a description of which is set out under I (1) of the Supplemental Indenture dated as of March 1, 1956, described as follows:

Lot 3, Block 8, WASHINGTON HEIGHTS SUBDIVISION, Section 17, Township 7 South, Range 10 West, Harrison County, First Judicial District, Mississippi.

(2) Additional land at or near Cumbest Bluff in Jackson County, Mississippi, for Jackson County Steam Plant adjacent to the land a description of which is set out under I (2) of the Supplemental Indenture dated as of May 1, 1973, described as follows:

That portion of Claim Sections 35 and 42, Township 5 South, Range 6 West, described as commencing at the Southeast corner of what would be the Southeast corner of Section 34, Township 5 South, Range 6 West, if said section was surveyed into a regular governmental section and also being the Southeast corner of Claim Section 35, Township 5 South, Range 6 West, and from thence running West along the South margin of said Claim Section 35 a distance of 1,650 feet to the point of beginning; thence continuing West a distance of 541.65 feet; thence running North a distance of 1,116 feet; thence running East a distance of 541.65 feet; thence running South a distance of 1,116 feet to the point of beginning, containing 13.876 acres, more or less.

Also described as being the south 1,116 feet of that certain tract of land acquired by Horance L. Carter by deed dated April 21, 1936, and recorded in Book 69, page 65.

**II****ELECTRIC TRANSMISSION LINES**

(1) The Long Beach Transmission Substation—Gulfport South Transmission Substation 115 KV Line, extending from the Company's Long Beach Transmission Substation at or near Long Beach in Harrison County, Mississippi, 4.75 miles, more or less, to Gulfport South Transmission Substation in Gulfport, Harrison County, Mississippi.

(2) The Plant Jack Watson—Moss Point East 230 KV Line, extending from Plant Jack Watson at or near Gulfport in Harrison County, Mississippi, 33.20 miles, more or less, to the Moss Point East Transmission Substation, at or near Moss Point in Jackson County, Mississippi.

(3) The Erwin Mills—Quitman 115 KV Line, extending from the Company's Erwin Mills Substation at or near Stonewall in Clarke County, Mississippi, 7.06 miles, more or less, to the future Quitman 115 KV Substation, at or near Quitman in Clarke County, Mississippi.

### III

#### SUBSTATIONS

(1) A substation site at or near Union in Newton County, Mississippi, for the Union 46 KV Substation described as follows:

A tract of land situated in Lot Seventeen (17), Section Six (6), Township Eight (8) North, Range Twelve (12) West, Newton County, Mississippi, described as commencing at the northwest corner of said Lot Seventeen (17) and run South 552.5 feet to a point, thence run East 50 feet to a point which is the POINT OF BEGINNING and from said point of beginning run East 250 feet, thence run South 250 feet, thence run West 250 feet, thence run North 250 feet to the point of beginning, all as is shown on Mississippi Power Company drawing A-3975, and containing 1.434 acres, more or less.

(2) The Underwood Sand and Gravel Substation at or near Beaumont in Perry County, Mississippi, located on land owned by Underwood Sand and Gravel.

(3) The Gulfport West Pier Substation at or near Gulfport, in Harrison County, Mississippi, located on land owned by the State Port Authority.

(4) The Corhart 115 KV Substation at or near Pascagoula, in Jackson County, Mississippi, located on land owned by Corhart Refractories.

(5) A substation site at or near Bay St. Louis in Hancock County, Mississippi, for the Bay St. Louis—Waveland 115 KV Substation described as follows:

All of Block 57 (containing 46 lots) of the Bay St. Louis Land and Improvement Company's Subdivision of part of the Bay St. Louis Land and Improvement Company's First Addition to the City of Bay St. Louis and Waveland, as per the official plat thereof filed in the office of the Clerk of the Chancery Court of Hancock County, Mississippi on April 24, 1897.

Together with all and singular, the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

(6) A substation site at or near Hattiesburg in Forrest County, Mississippi, for the Purvis 230 KV Switching Station described as follows:

That part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 3 North, Range 13 West, Forrest County, Mississippi, more particularly described as commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 30, and run thence North along the East line of said Southwest Quarter of the Northeast Quarter for a distance of 100 feet, and run thence West for a distance of 558.5 feet to and for the point of beginning; from said point of beginning run thence West for a distance of 237.2 feet, run thence North 19° 39' East for a distance of 450 feet, run thence South 70° 21' East for a distance of 225 feet, and thence run South 19° 39' West for a distance of 374.2 feet to the point of beginning.

#### IV

#### OTHER REAL PROPERTY

(1) The Quitman Local Office site located at or near Quitman in Clarke County, Mississippi, described as follows:

Beginning at a point on the West right-of-way line of U. S. Highway No. 45, or South Archusa Avenue, Quitman, Mississippi, said point being 1,010 feet West and 179.45 feet South of the Northeast corner of Sectional Lot 1 of Section 11, Township 2 North, Range 15 East, Clarke County, Mississippi, run thence South along the West right-of-way line of U. S. Highway No. 45 135 feet, run thence West 190 feet, run thence North 135 feet, run thence East 190 feet to the point of beginning.

(2) The Hattiesburg Service Center building at or near Hattiesburg in Forrest County, Mississippi, located on land, a description of which is set out under IV (1) of the Supplemental Indenture, dated as of May 1, 1973.

(3) The Waynesboro Local Office building at or near Waynesboro in Wayne County, Mississippi, located on land, a description of which is set out under IV (2) of the Supplemental Indenture, dated as of May 1, 1973.

(4) The Forest Local Office building located at or near Forest in Scott County, Mississippi, located on land, a description of which is set out under IV (3) of the Supplemental Indenture, dated as of May 1, 1973.

(5) The Lucedale Local Office building located at or near Lucedale, in George County, Mississippi, located on land, a description of which is set out under IV (4) of the Supplemental Indenture, dated as of May 1, 1973.

(6) The Gulfport General Office building located at or near Gulfport, in Harrison County, Mississippi, located on land previously occupied by a steam plant in the City of Gulfport, a description of which is set out under Schedule B I (1) of the Indenture, dated as of September 1, 1941.

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 pro-

visions 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, or the Indenture as supplemented and amended; 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, or the Indenture as supplemented and amended, 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, or the Indenture as supplemented and amended, 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 expressed in the Indenture, or the Indenture as supplemented and amended.

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 Twenty-first Series"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of the Twenty-first Series shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series shall be issued only as registered bonds without coupons. Bonds of the Twenty-first 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 ap-

proval. The serial numbers of bonds of the Twenty-first Series 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 Twenty-first 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 June 1 and December 1 in each year. Bonds of the Twenty-first Series shall be dated the date of authentication.

The principal of and the premium, if any, and the interest on the bonds of the Twenty-first 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.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twenty-first Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the Company shall have made payments in accordance with Section 4.4 of the Installment Sale Contract dated as of June 1, 1974 between Harrison County, Mississippi and the Company sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Harrison County, Mississippi, Pollution Control Revenue Bonds (Mississippi Power Company Project), Series A (hereinafter referred to as the "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of June 1, 1974, of Harrison County, Mississippi to Hancock Bank, as trustee (hereinafter referred to as the "Trust Indenture") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twenty-first Series shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the trustee under the Trust Indenture, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in such Bond Fund to make such payment, and (iii) the amount of funds required to make such payment.

Bonds of the Twenty-first Series may be transferred at the corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York. Bonds of the Twenty-first Series shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such bonds at said corporate trust office of the Trustee. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

Any or all of the bonds of the Twenty-first Series shall be redeemable at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, 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, if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of June 1, 1964 or of the sinking or improvement fund provisions of any Supplemental Indenture other than this Supplemental Indenture or by the use of proceeds of released property.

Bonds of the Twenty-first Series shall also be redeemable in whole upon receipt by the Trustee of a written demand for the redemption of the bonds of the Twenty-first Series (hereinafter called "Redemption Demand") from the trustee under the Trust Indenture stating that the principal amount of all the Revenue Bonds then outstanding under the Trust Indenture has been declared immediately due and payable pursuant to the provisions of Section 802 of the Trust Indenture, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustee shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustee. The Company shall fix a redemption date for the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustee notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustee of the Redemption Demand. If the Trustee does not receive such notice from the Company within 150 days after receipt by the Trustee of the Redemption

Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustee shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the trustee under the Trust Indenture (and the registered holders of the bonds of the Twenty-first Series, if other than said trustee) not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustee shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustee shall have received written notice of rescission of the Redemption Demand from the trustee under the Trust Indenture. Demand Redemption of the bonds of the Twenty-first Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustee shall have received a written notice from the trustee under the Trust Indenture that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustee or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the bonds of the Twenty-first Series and no payments in respect thereof as specified in the Demand Redemption Notice shall be effected or required.

Bonds of the Twenty-first Series shall also be redeemable in whole at any time, or in part from time to time (hereinafter called the "Regular Redemption"), upon receipt by the Trustee of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the trustee under the Trust Indenture stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the second paragraph of Section 301 of the Trust Indenture; (2) the redemption date and that notice thereof has been given as required by the Trust Indenture; (3) that the Trustee shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of bonds of the Twenty-first Series equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the trustee under the Trust Indenture, as holder of all bonds of the Twenty-first Series then

outstanding, waives notice of such redemption. The Trustee may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the bonds of the Twenty-first Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for Regular Redemption as above provided.

SECTION 2. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of June 1, 1964, which are to remain in effect so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the Twenty-first Series shall be outstanding under the Indenture.

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

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

SECTION 5. 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.

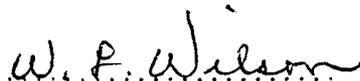
IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said 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 Trust Officers, in several counterparts, all as of the day and year first above written.

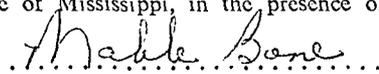
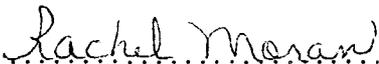
MISSISSIPPI POWER COMPANY

By  .....  
President.

Attest:

 .....  
Secretary.

Signed, sealed and delivered this 7th day of June, 1974 by Mississippi Power Company, in the County of Harrison, State of Mississippi, in the presence of

 .....  
 .....

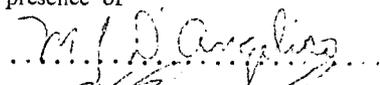
MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

By  .....  
Trust Officer.

Attest:

 .....  
Assistant Trust Officer.

Signed, sealed and delivered this 13<sup>th</sup> day of June, 1974 by Morgan Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

 .....  
 .....

STATE OF MISSISSIPPI }  
 COUNTY OF HARRISON } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, V. J. DANIEL, JR., as President and W. L. WILSON, as 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 7th day of June, 1974.

*W. L. Radau*  
 My Commission Expires Jan. 28, 1978

STATE OF MISSISSIPPI }  
 COUNTY OF HARRISON } ss.:

On the 7th day of June, in the year one thousand nine hundred and seventy-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 39501; that he is the 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.

*W. L. Radau*  
 My Commission Expires Jan. 28, 1978

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

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, E. McMichael, as Trust Officer, and J. N. Crean, as Assistant Trust Officer, 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 13<sup>th</sup> day of June, 1974.

*Lorraine Fowler*  
.....

LORRAINE FOWLER  
Notary Public, State of New York  
No. 24-6368100  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1976

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

On the 13<sup>th</sup> day of June, in the year one thousand nine hundred and seventy-four, before me personally came E. McMichael, to me known, who being by me duly sworn, did depose and say that he resides at 443 Grove Street, Rahway, N. J.; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

*Lorraine Fowler*  
.....

LORRAINE FOWLER  
Notary Public, State of New York  
No. 24-6368100  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1976