

Gulf Power Company  
75 North Pace Boulevard  
Post Office Box 1151  
Pensacola, Florida 32520  
Telephone 904-434-8111

11916

0-170A039 RECORDATION NO. .... Filed 1425

No. JUN 18 1980 JUN 18 1980-1 30 PM

Date JUN 18 1980-1 30 PM

Fee \$ 270.00 INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.



the southern electric system.

11916

RECORDATION NO. .... Filed 1425

JUN 18 1980-1 30 PM

INTERSTATE COMMERCE COMMISSION

Please Address Reply to  
Southern Company Services, Inc.  
64 Perimeter Center East  
Atlanta, Georgia 30346

June 16, 1980

Secretary  
Interstate Commerce Commission  
12th Streets and Constitution Avenue, N.W.  
Washington, D. C. 20423

Dear Mr. Secretary:

Enclosed for recording with the Commission pursuant to the provisions of the Interstate Commerce Act contained in 49 U.S.C. Section 11303 are one original counterpart and two certified true copies of:

- (A) the Indenture, dated as of September 1, 1941;
- (B) the Supplemental Indenture, dated as of April 1, 1944;
- (C) the Supplemental Indenture, dated as of April 1, 1948;
- (D) the Supplemental Indenture, dated as of April 1, 1949;
- (E) the Supplemental Indenture, dated as of July 1, 1952;
- (F) the Supplemental Indenture, dated as of June 1, 1953;
- (G) the Supplemental Indenture, dated as of July 1, 1954;
- (H) the Supplemental Indenture, dated as of February 1, 1958;
- (I) the Supplemental Indenture, dated as of April 1, 1959;
- (J) the Supplemental Indenture, dated as of July 1, 1960;
- (K) the Supplemental Indenture, dated as of October 1, 1964;
- (L) the Supplemental Indenture, dated as of June 1, 1966;
- (M) the Supplemental Indenture, dated as of March 1, 1969;
- (N) the Supplemental Indenture, dated as of July 1, 1970;
- (O) the Supplemental Indenture, dated as of October 1, 1971;
- (P) the Supplemental Indenture, dated as of May 1, 1972;
- (Q) the Supplemental Indenture, dated as of May 1, 1973;
- (R) the Supplemental Indenture, dated as of December 1, 1974;
- (S) the Supplemental Indenture, dated as of May 1, 1976;
- (T) the Supplemental Indenture, dated as of October 1, 1976;
- (U) the Supplemental Indenture, dated as of March 1, 1977;
- (V) the Supplemental Indenture, dated as of September 1, 1978;
- (W) the Supplemental Indenture, dated as of May 1, 1979;
- (X) the Supplemental Indenture, dated as of February 1, 1980;

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I.C.C.  
RECORDING

all from Gulf Power Company to The Chase Manhattan Bank (National Association) and the Citizens and Peoples National Bank of Pensacola, as Trustees. Also enclosed is a check in the amount of \$270.00 in payment of the recording fees.

Pursuant to Part 1116 of the Regulations of the Commission under the above-mentioned Act, we provide you with the following information:

1. The names and addresses of the parties to the transaction are:

- (a) the issuer of the secured obligations:

Gulf Power Company  
75 North Pace Boulevard  
P. O. Box 1151  
Pensacola, Florida 32520

- (b) the Trustees:

The Chase Manhattan Bank (National Association)  
One New York Plaza  
New York, New York 10015

and:

The Citizens and Peoples National Bank of Pensacola  
213 South Palafox Street  
Pensacola, Florida 32502

2. The equipment covered by the documents to be recorded consists of 230 railroad cars, AAR mechanical designation - HT, numbered DEGX 80230-80459, inclusive, for delivery of coal to the Victor J. Daniel, Jr. Electric Generating Plant.

Please acknowledge the recording of the enclosed documents by returning the original counterparts, with the recording information stamped thereon, to the undersigned, c/o Southern Company Services, Inc., 64 Perimeter Center East, P. O. Box 720071, Atlanta, Georgia 30346.

Sincerely,

GULF POWER COMPANY

BY

  
E. Ray Perry, Assistant Secretary

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RECORDATION NO. .... Filed 1425

JUN 18 1980 - 1 30 PM COUNTERPART NO. 19

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INTERSTATE COMMERCE COMMISSION

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**GULF POWER COMPANY**

TO

**THE CHASE MANHATTAN BANK**  
(Successor by Merger to The Chase National Bank  
of the City of New York)

AND

**THE CITIZENS & PEOPLES NATIONAL BANK  
OF PENSACOLA**

As Trustees.

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**Supplemental Indenture**

providing among other things for

**FIRST MORTGAGE BONDS**

4% Series due 1988

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*Dated as of February 1, 1958*

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**SUPPLEMENTAL INDENTURE**, dated as of February 1, 1958, made and entered into by and between GULF POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and THE CHASE MANHATTAN BANK, 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, successor by merger to The Chase National Bank of the City of New York, as trustee (hereinafter commonly referred to as the "Trustee"), and THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA, a corporation organized and existing under the laws of the United States of America, with its principal office in the City of Pensacola, Florida, as trustee (hereinafter commonly referred to as the "Co-Trustee"), the Trustee and the Co-Trustee being hereinafter commonly referred to as the "Trustees", as Trustees under the Indenture dated as of September 1, 1941 between the Company and The Chase National Bank of the City of New York and The Citizens & Peoples National Bank of Pensacola, as Trustees, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustees 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 Circuit Court of each county in the State of Florida in which this Supplemental Indenture is to be recorded and is on file at the principal offices of the Trustees, above referred to; and

WHEREAS the Company and the Trustees have executed and delivered various supplemental indentures for the purpose, among others, of further securing said bonds and of setting forth the terms and provisions relating to the bonds of other series described therein, which supplemental indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Circuit Courts of some or all of the Counties in the State

of Florida in which this Supplemental Indenture is to be recorded and are on file at the principal offices of the Trustees, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 4% Series due 1988" (hereinafter sometimes referred to as the "bonds of the Seventh Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature February 1, 1988; and

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

[FORM OF COUPON BOND OF THE SEVENTH SERIES]

GULF POWER COMPANY

FIRST MORTGAGE BOND, 4% SERIES DUE 1988

No. ....

\$1000

Gulf 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 owner hereof, the principal sum of One Thousand Dollars on February 1, 1988, and to pay interest thereon from February 1, 1958, at the rate, until the principal hereof shall have become due and payable, of four per centum per annum, payable on August 1 and February 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, between the Company and The Chase National Bank of the City of New York to which The Chase Manhattan Bank is successor by merger (hereinafter sometimes referred to as the "Trustee"), and The Citizens & Peoples National Bank of Pensacola, as Trustees, 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 Trustees and the rights of the holders of said bonds and of the Trustees 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 February 1 of the calendar year stated and subse- quent to the last day of January of the calendar year next preceding such year)	
1959.....	5.41%	1.404%
1960.....	5.22%	1.38%
1961.....	5.04%	1.36%
1962.....	4.85%	1.33%
1963.....	4.66%	1.30%
1964.....	4.48%	1.27%
1965.....	4.29%	1.24%
1966.....	4.10%	1.21%
1967.....	3.92%	1.18%
1968.....	3.73%	1.14%
1969.....	3.55%	1.11%
1970.....	3.36%	1.07%
1971.....	3.17%	1.03%
1972.....	2.99%	.99%
1973.....	2.80%	.95%
1974.....	2.61%	.91%
1975.....	2.43%	.86%
1976.....	2.24%	.81%
1977.....	2.05%	.77%
1978.....	1.87%	.71%
1979.....	1.68%	.66%
1980.....	1.50%	.61%
1981.....	1.31%	.55%
1982.....	1.12%	.49%
1983.....	.94%	.43%
1984.....	.75%	.37%
1985.....	.56%	.30%
1986.....	.38%	.23%
1987.....	.19%	.16%

and without premium in either case if redeemed on or after February 1, 1987.

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, as such, 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 owner 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 Trustees 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 holder 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, Gulf 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 February 1, 1958.

GULF POWER COMPANY,

By .....

Attest:

*Vice-President.*

.....  
*Assistant Secretary.*

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

[FORM OF COUPON]

\$20.00

On \_\_\_\_\_, Gulf Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, the amount shown hereon in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mortgage Bond of the series 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.

4% Series due 1988

.....  
*Treasurer.*

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

[FORM OF REGISTERED BOND OF THE SEVENTH SERIES]

GULF POWER COMPANY

FIRST MORTGAGE BOND, 4% SERIES DUE 1988

No. ....

\$.....

GULF 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 February 1, 1988, and to pay to the registered holder hereof interest on said sum from the date hereof, at the rate, until the principal hereof shall have become due and payable, of four per centum per annum, payable on August 1 and February 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, between the Company and The Chase National Bank of the City of New York to which The Chase Manhattan Bank is successor by merger (hereinafter sometimes referred to as the "Trustee"), and The Citizens & Peoples National Bank of Pensacola, as Trustees, 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 Trustees and the rights of the holders of said bonds and of the Trustees 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	Special
	Redemption Premium	Redemption Premium
	(If redeemed prior to February 1 of the calendar year stated and subse- quent to the last day of January of the calendar year next preceding such year)	
1959.....	5.41%	1.404%
1960.....	5.22%	1.38%
1961.....	5.04%	1.36%
1962.....	4.85%	1.33%
1963.....	4.66%	1.30%
1964.....	4.48%	1.27%
1965.....	4.29%	1.24%
1966.....	4.10%	1.21%
1967.....	3.92%	1.18%
1968.....	3.73%	1.14%
1969.....	3.55%	1.11%
1970.....	3.36%	1.07%
1971.....	3.17%	1.03%
1972.....	2.99%	.99%
1973.....	2.80%	.95%
1974.....	2.61%	.91%
1975.....	2.43%	.86%
1976.....	2.24%	.81%
1977.....	2.05%	.77%
1978.....	1.87%	.71%
1979.....	1.68%	.66%
1980.....	1.50%	.61%
1981.....	1.31%	.55%
1982.....	1.12%	.49%
1983.....	.94%	.43%
1984.....	.75%	.37%
1985.....	.56%	.30%
1986.....	.33%	.23%
1987.....	.19%	.16%

and without premium in either case if redeemed on or after February 1, 1987.

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, as such, 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.

Every registered bond of this series shall be dated as of February 1, 1958, or, if such bond be authenticated after August 1, 1958, then as of the last interest payment date to which interest has been paid on bonds of this series, except that, if any registered bond of this series shall be authenticated upon any interest payment date to which interest is being paid for this series, it shall be dated as of the day of such authentication.

This bond is transferable by the registered owner 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 Trustees may deem and treat the person in whose name this bond is registered 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, 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, Gulf 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, .....

GULF 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.

THE CHASE MANHATTAN BANK,  
*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 Trustees to the Company, and of other good and valuable considerations, the receipt whereof 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 \$8,000,000 principal amount of bonds of the Seventh 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 The Chase Manhattan Bank and The Citizens & Peoples National Bank of Pensacola, as Trustees, as provided in the Indenture, and their successor or successors in the trust thereby and hereby created and to their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Florida, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

## I

### STEAM GENERATING PLANTS

1. All additions to Crist Steam Plant, formerly designated as Pensacola Steam Plant, located on Governor's Bayou and Thompson's

Bayou near Pensacola, Florida in Escambia County constructed since April 30, 1954, including Unit No. 4 which is now under construction.

(a) The following described land in Escambia County upon which part of discharge canal will be located:

A parcel of land in Section 25, (Milan de la Carrera Grant) Township 1 North, Range 30 West, 100 feet on each side of a center line and a continuation thereof determined as follows: From the southeast corner of said Section 25 run north 6 degrees 15 minutes east along the east boundary of said Section a distance of 4,142.3 feet; thence run north 38 degrees 34 minutes West a distance of 1,189.4 feet to point of beginning of said center line; thence from said point of beginning of the said center line of the parcel of land hereby conveyed continue north 38 degrees 34 minutes west a distance of 155 feet to a point of curve; thence along said curve to the left having a radius of 1,145.92 feet, a central angle of 7 degrees 15 minutes and an arc length of 145 feet to the point of tangent of said curve; thence run north 45 degrees 49 minutes west a distance of 300 feet to a point north of Thompson Bayou; LESS any portion of said parcel of land acquired by Gulf Power Company in its deed from Saunders Realty Company dated February 14, 1942, recorded in Deed Book 171 at Page 277 of the public records of Escambia County, Florida.

(b) The following described easements across land in Escambia County upon which part of discharge canal will be located:

(i) That portion of Section 25, Township 1 North, Range 30 West, in the Milan de la Carrera Grant, Escambia County, Florida, which lies within 1,000 feet of the westerly bank of Escambia River, southerly of the thread of Thompson Bayou and south of the easterly extension of the north line of Section 24, Township 1 North, Range 30 West.

Said strip of land is described as follows:

100 feet on each side of a center line and a continuation thereof, said center line to begin at a point on the east boundary of said Section 25 determined as follows: From the southeast corner of said Section 25, run north 6 degrees 15 minutes east along the east boundary of said Section 25 a distance of 4,142.3 feet to point of beginning of said center-

line; thence from said point of beginning run north 38 degrees 34 minutes west a distance of 1,189.4 feet; and

(ii) That portion of Section 27, Township 1 North, Range 30 West, Escambia County, Florida, which lies within 1,000 feet of the westerly bank of Escambia River.

Said strip of land is described as follows:

100 feet on each side of a centerline and a continuation thereof, said center line to begin at a point on the west boundary of said Section 27 determined as follows: From the southwest corner of said Section 27, run north 6 degrees 15 minutes east along the west boundary of said Section 27 a distance of 4,142.3 feet to point of beginning of said center line; thence from said point of beginning run south 38 degrees 34 minutes east a distance of 1,186.35 feet to a point of curve; thence along said curve to the left having a radius of 1,145.92 feet, a central angle of 66 degrees 15 minutes and an arc length of 1,325 feet to the point of tangent of said curve; thence run north 75 degrees 11 minutes east a distance of 20 feet, more or less to the westerly bank of Escambia River.

(c) Permit granted to the Company by the Government of the United States for widening and deepening existing berthing area and to erect a dock in Governor's Bayou dated July 9, 1957.

2. All additions to Scholz Steam Plant, formerly designated as River Junction Steam Plant, located on the west bank of the Apalachicola River in Jackson County near Chattahoochee, Florida, constructed since April 30, 1954.

## II

### ELECTRIC TRANSMISSION LINES

All the electric transmission lines of the Company acquired or constructed since April 30, 1954 and not heretofore released from the lien of the Indenture, including towers, poles, pole lines, wires, switch racks, switchboards, insulators and other appliances and equipment, and all other property, real or personal, forming a part of or apper-

taining to or used, occupied or enjoyed in connection with such transmission lines or any of them, or adjacent thereto, and all service lines extending therefrom; together with all real property, rights of way, easements, permits, privileges, franchises and rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation or other governmental subdivision, including the following described property in the State of Florida:

1. The Bayou Chico to Beach Haven to Perdido River Transmission Loop Line extending from the Company's Bayou Chico Substation in Escambia County, a distance of 13.32 miles to the Company's Beach Haven Substation in Escambia County, to a point of tie in with the Company's Bayou Chico to Perdido River Transmission Line mentioned in Section II, Item 5, Page 21 of the Supplemental Indenture dated July 1, 1952.

Together with the following described land in Escambia County, Florida upon which a portion of said line is located:

Lots thirteen through twenty-four (13-24) and the East forty feet (40') of Lots one through twelve (1-12) of Block forty-two (42); Lots five through thirteen (5-13) and the East forty feet (40') of Lots one through four (1-4) of Block forty-three (43), in Beach Haven, a subdivision of a part of the Pablo Graupera Grant, Section thirty-five (35), Township two (2) South, Range thirty-one (31) West and Section fifty-four (54), Township two (2) South, Range thirty (30) West according to Plat of Beach Haven filed in Deed Book 46 at Page 51 of the records of the Clerk of Circuit Court of Escambia County, Florida.

2. The Crestview to Valparaiso Transmission Line (Circuit Number Two) extending from the Company's South Crestview Substation in Okaloosa County a distance of 16.33 miles, more or less to the Company's Valparaiso Substation in Okaloosa County, Florida.

Together with the following described land in Okaloosa County upon which a portion of said transmission line is located:

(a) Lots 8, 9, 10 and 11, Block 27 Plat No. 7, City of Valparaiso, being a portion of the north one-half (N  $\frac{1}{2}$ ) of Section twelve (12), Township one (1) south, Range twenty-three (23)

West, Okaloosa County, Florida, according to plat thereof recorded in Plat Book 1 at Page 62 in the office of the Clerk of the Circuit Court of Okaloosa County, Florida.

(b) Permit granted to the Company by the Government of the United States for right-of-way crossing Eglin Air Force Base dated March 4, 1957.

3. The Highland City Substation to the Greenwood Substation Transmission Line extending from the Company's Highland City Substation in Bay County near Panama City, Florida a distance of 3.47 miles more or less to the Company's Greenwood Substation near Panama City, Florida.

Together with the following described land in Bay County upon which a portion of said transmission line is located:

A strip of land one hundred feet (100') in width situate, lying and being in lots seventy-eight (78), eighty-four (84), ninety-two (92), one hundred one (101), one hundred two (102), one hundred three (103), one hundred four (104), one hundred five (105), one hundred six (106), and one hundred seven (107) according to St. Andrews Bay Development Company Plat of section twenty-eight (28); lots ninety-seven (97), ninety-eight (98), ninety-nine (99), one hundred (100), one hundred one (101), one hundred two (102), one hundred three (103), one hundred five (105), one hundred six (106), one hundred seven (107), one hundred eight (108), one hundred nine (109), one hundred ten (110), one hundred eleven (111), one hundred twelve (112), one hundred twenty (120), and one hundred twenty-one (121) according to St. Andrews Bay Development Company Plat of section twenty-nine (29), all in Township three (3) south, range fourteen (14) west.

Which strip of land is described as follows:

Fifty feet (50') on each side of a centerline and a continuation thereof, said centerline to begin at a point on the east boundary of lot seventy-eight (78) of section twenty-eight (28), township three (3) south, range fourteen (14) west determined as follows: From the southeast corner of said section twenty-eight (28) run north along the east boundary thereof a distance of two thousand six hundred two feet (2602') to a point, thence run south 88 degrees 44 minutes

west a distance of seven hundred fifty-one and one-tenth feet (751.1') to an angle point, thence from said angle point run south 60 degrees 38 minutes 30 seconds west a distance of six hundred forty-eight feet (648') to point of beginning of said centerline, thence from said point of beginning continue south 60 degrees 38 minutes 30 seconds west a distance of four hundred ninety-one and five-tenths feet (491.5'), more or less, to a point on the south boundary of said lot seventy-eight (78) of said section twenty-eight (28).

Begin again with said centerline at a point on the east boundary of lot eighty-four (84) of said section twenty-eight (28), determined as follows: From the southeast corner of said section twenty-eight (28) run north along the east boundary thereof a distance of two thousand six hundred two feet (2602') to a point, thence run south 88 degrees 44 minutes west a distance of seven hundred fifty-one and one-tenth feet (751.1') to an angle point, thence from said angle point run south 60 degrees 38 minutes 30 seconds west a distance of one thousand three hundred ninety-three and five-tenths feet (1393.5') to point of beginning of said centerline, thence from said point of beginning continue south 60 degrees 38 minutes 30 seconds west a distance of four hundred eleven and five-tenths feet (411.5'), more or less, to a point on the south boundary of said lot eighty-four (84) of said section twenty-eight (28).

Begin again with said centerline at a point on the east boundary of lot ninety-two (92) of said section twenty-eight (28) determined as follows: From the southeast corner of said section twenty-eight (28) run north along the east boundary thereof a distance of two thousand six hundred two feet (2602') to a point, thence run south 88 degrees 44 minutes west a distance of seven hundred fifty-one and one-tenth feet (751.1') to an angle point, thence from said angle point run south 60 degrees 38 minutes 30 seconds west a distance of two thousand one hundred seventy and one-tenth feet (2170.1') to point of beginning of said centerline, thence from said point of beginning continue south 60 degrees 38 minutes 30 seconds west a distance of one thousand nine feet (1009') to an angle point, thence from said angle point run north 89 degrees 51 minutes 30 seconds west a distance of one thousand seven hundred fifty-two feet (1752'), more

or less, to a point on the west boundary of lot one hundred five (105) or the west boundary of said section twenty-eight (28).

Begin again with said centerline at a point on the east boundary of lot one hundred twelve (112) or the east boundary of section twenty-nine (29), township three (3) south, range fourteen (14) west determined as follows: From the southeast corner of said section twenty-nine (29) run north along the east boundary thereof a distance of nine hundred seventy-five feet (975') to point of beginning of said centerline, thence from said point of beginning run north 89 degrees 51 minutes 30 seconds west a distance of four thousand five hundred twenty-one and five-tenths feet (4521.5'), to an angle point, thence from said angle point run south 64 degrees 50 minutes 15 seconds west a distance of five hundred fifty feet (550') to an angle point, thence from said angle point run south 39 degrees 32 minutes west a distance of four hundred eight-two feet (482'), more or less, to a point on the west boundary of lot one hundred twenty-one (121) or the west boundary of said section twenty-nine (29).

4. The Valparaiso Substation to Fort Walton Transmission Line Circuit Number Two extending from the Company's Valparaiso Substation in Okaloosa County, a distance of 15.44 miles, more or less, to the Company's New Fort Walton Substation in Okaloosa County, Florida.

Together with the following permit upon which a portion of said transmission line is located:

Permit from the Government of the United States for right-of-way over Eglin Air Force Base dated February 10, 1956.

5. The following additional permit in Escambia County, Florida upon which a portion of the Crist Steam Plant to Chemstrand Transmission Line is located:

Permit from the Government of the United States for overhead power line over Governor's Bayou dated July 9, 1957.

## III

## DISTRIBUTION SYSTEMS

All the electric distribution systems of the Company acquired or constructed since April 30, 1954 and not heretofore released from the lien of the Indenture, including substations, transformers, switchboards, towers, poles, wires, insulators, subways, trenches, conduits, manholes, cables, meters and other appliances and equipment and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such distribution systems or any of them, or adjacent thereto; together with all real property, rights of way, easements, permits, privileges, franchises, and rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation or other governmental subdivision, including the following described property in the State of Florida:

1. The following franchises and rights under which property included in the Indenture and subsequent additions thereto is operated and maintained:

(a) Franchise granted to the Company by the Mayor and Town Council of Campbellton adopted May 6, 1954.

(b) Franchise granted to the Company by the Mayor and City Council of Vernon adopted June 15, 1954.

(c) Franchise granted to the Company by the Mayor and City Council of Springfield adopted June 12, 1956.

(d) Franchise granted to the Company by the Mayor and Town Council of Paxton adopted March 4, 1957.

(e) Permit granted to the Company by the Government of the United States for submarine cable crossing Gulf Intracoastal Waterway dated December 8, 1954.

(f) Permit granted to the Company by the Government of the United States for aerial electric cable crossing Blackwater River dated March 21, 1955.

(g) Permit granted to the Company by the Government of the United States for submarine cable crossing Santa Rosa Sound dated April 12, 1955.

(h) Permit granted to the Company by the Government of the United States for pole line on Eglin Air Force Base dated May 17, 1957.

(i) Permit granted to the Company by the Government of the United States for pole line on Eglin Air Force Base dated December 4, 1956.

(j) Permit granted to the Company by the Board of Commissioners of State Institutions of the State of Florida for pole line on the Apalachee Correctional Institution lands dated November 5, 1957.

#### IV

##### SUBSTATIONS

All of the substations of the Company for transforming or distributing or otherwise regulating electric current at any of its plants and elsewhere acquired or constructed since April 30, 1954 and not heretofore released from the lien of the Indenture, together with all buildings, transformers, wires, insulators and other appliances and equipment, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with any of such substations or adjacent thereto, including the following described property in the State of Florida:

1. The Beach Haven Transmission Substation near Pensacola, in Escambia County, Florida, located on land described as follows:

Lots one (1) through twenty-four (24), inclusive, of Block forty-one (41) in Beach Haven, a subdivision of a part of the Pablo Graupera Grant, Section thirty-five (35), Township two (2) South, Range thirty-one (31) West and Section fifty-four (54), Township two (2) South, Range thirty (30) West according to Plat of Beach Haven filed in Deed Book 46 at Page 51 of the records of the Clerk of Circuit Court of Escambia County, Florida.

2. The Pace Transmission Substation near Pensacola, in Santa Rosa County, Florida, located on land described as follows:

Commencing at the southwest corner of Section eleven (11), Township one (1) North, Range twenty-nine (29) West, thence northerly along the west boundary of said Section eleven (11), a distance of twenty-three hundred seventy-four and forty-five one-hundredths feet (2374.45'), thence easterly at an angle of 90 degrees to the right a distance of fifty feet (50') to the easterly right-of-way of Spencer Field Road (State Highway No. 341) for the point of beginning; thence from said point of beginning continue easterly along course last run a distance of four hundred feet (400') to a point, thence northerly at an angle of 90 degrees to the left a distance of five hundred feet (500') to a point, thence westerly at an angle of 90 degrees to the left a distance of four hundred feet (400') to a point on the easterly right-of-way of said Spencer Field Road, thence southerly at an angle of 90 degrees to the left along said right-of-way a distance of five hundred feet (500') to the point of beginning. All lying and being in Section eleven (11), Township one (1) north, Range twenty-nine (29), West, and containing four and six-tenths (4.6) acres, more or less.

3. The Greenwood Transmission Substation near Panama City, in Bay County, Florida, located on land described as follows:

Beginning at a point on the North right-of-way line of the Bay Line Shipyard Spur Railroad (100'R/W) which is 580.1 feet North and 25 feet East of the Southwest corner of the NE 1/4 of Section 31, Township 3 South, Range 14 West; thence North 373.8 feet parallel to and 25 feet East of the West line of said NE 1/4 (also 25 feet East of the center line of Lisenby Avenue); thence East 350.0 feet; thence South 711.0 feet to the said North right-of-way line of said railroad; thence, with said right-of-way line, 50 feet from and parallel to the center line thereof, North 46 degrees 04 minutes West 485.8 feet to the point of beginning; containing 4.36 acres, more or less, and lying and being in the SW 1/4 of the NE 1/4 of Section 31, Township 3 South, Range 14 West.

4. The New Fort Walton Substation at Fort Walton Beach, in Okaloosa County, Florida, located on land described as follows:

The west 400 feet of Tract "A" of Home Gardens Subdivision, near Fort Walton, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, in Plat Book 1 at page 110, being a portion of the N 1/2 of Section 14, Township 2 South, Range 24 West in Okaloosa County, Florida.

5. The Cove Regulator Station near Panama City in Bay County, on land described as follows:

The South fifty (50) feet of Lot twenty-four (24), Block Sixty-three (63), Bunker's Cove, being H. L. Sudduth's Fourth Addition to Panama City, Florida, as per plat on file in the office of the Clerk of Circuit Court of Bay County, Florida.

6. The following additional land adjacent to the site of the Crestview Transmission Substation near Crestview in Okaloosa County, mentioned in Section 6, Item 1, Page 183 of the Indenture dated as of September 1, 1941 described as follows:

Begin at a point on the half section line six hundred sixty-eight feet (668') west of the northeast corner of the northeast quarter (NE 1/4) of southeast quarter (SE 1/4) of Section twenty (20), Township three (3) north, Range twenty-three (23) west; thence run south three hundred thirty and twenty-five hundredths feet (330.25'), then run west fifty feet (50'), thence run north three hundred thirty and twenty-five hundredths feet (330.25') to said half section line, thence east along said half section line fifty feet (50') to point of beginning in the County of Okaloosa, State of Florida.

## V

### OTHER REAL PROPERTY

All other real property of the Company and all interests therein of every nature and description and wherever located acquired by the Company since April 30, 1954 and not before released from the lien of the Indenture including the following described property in the State of Florida:

1. The following described real estate situate, lying and being in Escambia County, Florida, to-wit:

Lots 21, 23 and 25 of Block X, and all of Block Y of the re-subdivision of a portion of Oakerest, in Escambia County, Florida, according to plat of said re-subdivision recorded in Plat Book 3, at Page 69, of the public records of Escambia County, Florida.

2. The following described real estate situate, lying and being in the City of Pensacola, County of Escambia, State of Florida, upon which the new Pensacola office building is located, to-wit:

The North 185 feet of Block One Hundred Forty-One (141), of the Pettersen Addition, according to the map of the said City copyrighted by Thomas C. Watson in 1906, including the alleyway shown on said map between the north tier and the south tier of lots in the said block.

3. The following described real estate situate, lying and being in the City of Pensacola, County of Escambia, State of Florida, which will be used as a parking lot for the new Pensacola office building, to-wit:

Lots 1 to 5, both inclusive, and all of Lots 18 to 24, both inclusive, in Block 143 of the West King Tract in the City of Pensacola, Escambia County, Florida.

4. The following described real estate situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

A parcel of land in the northeast quarter (NE 1/4) of the southeast quarter (SE 1/4) of Section two (2), Township two (2) south, Range twenty-four (24) west more particularly described as follows:

From a concrete monument at the southwest corner of said northeast quarter (NE 1/4) of southeast quarter (SE 1/4) of said Section two (2) run easterly along the south boundary of said northeast quarter (NE 1/4) of southeast quarter (SE 1/4) a distance of four hundred feet (400') to a point, thence run northerly and parallel to the west boundary of said northeast quarter (NE 1/4) of southeast quarter (SE 1/4) a distance of four hundred feet (400') to a point, thence run westerly and parallel to the south boundary of said northeast quarter (NE 1/4) of southeast quarter (SE 1/4) a distance of four hundred feet (400') to a point, thence run southerly along the west boundary

of said northeast quarter (NE 1/4) of southeast quarter (SE 1/4) a distance of four hundred feet (400') to point of beginning, LESS AND EXCEPT a strip of land fifty feet (50') in width along the west side and a strip of land fifty feet (50') in width along the south side of the parcel above described which has been conveyed to the County of Okaloosa for road purposes.

5. The following described real estate situate, lying and being in Bay County, State of Florida, to-wit:

Lots 13, 13-A, 14, 14-A, 15, 15-A, 16, 16-A, 17, 17-A, 18, 18-A, 19, 19-A, 20 and 20-A, according to D. and O. Lott's Subdivision of Block Eighteen (18) of G. B. Thompson's Plat of 1888 of the South Half of Original Lots 6 and 7 in Section 5, and Original Lot 2 in Section 8, Township Four (4) South, Range Fourteen (14) West, as per plat of said subdivision filed in the office of the Clerk of Circuit Court of Bay County, Florida.

Also, all rights, title and interest of grantors in the conveyance recorded in Deed Book 205 at Page 595 of the Public Records of Bay County, Florida, in and to the West Half of that certain alley known as Maiden Lane according to said D. & O. Lott's subdivision of Block 18 abutting the lands herein conveyed, being a strip of land extending north and south and abutting Lots 13-A to 20-A, both inclusive, and the width of which extends to the center line of said Maiden Lane according to said D. & O. Lott's plat: said Maiden Lane having been closed as an alley by ordinance of the City Commission of Panama City No. 373, dated June 28, 1949.

6. The following described real estate situate, lying and being in Panama City in Bay County, Florida, to-wit:

Lots Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), and Forty-eight (48), Block Seven (7), of the Amended Plat of W. F. Segler's Subdivision of Panama City, Florida, filed in the office of the Clerk of the Circuit Court of Bay County, Florida, located in the W 1/2 of NE 1/4 of NE 1/4 of Section 5, Township 4 South, Range 14 West, LESS AND EXCEPT a strip of land fifty feet (50') off the east end of said Lots 47 and 48.

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 Trustees, their 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, as supplemented and amended, 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, as supplemented and amended, 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, 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, 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, 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, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed, and it is hereby agreed as follows:

SECTION 1. There is hereby created a series of bonds designated 4% Series due 1988, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Seventh Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Seventh Series shall mature on February 1, 1988, 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 Seventh Series shall be in such denominations as the Board of Directors shall approve, and execution and delivery thereof 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 Seventh Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of four per centum (4%) per annum, payable semi-annually on August 1 and February 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of the Seventh 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 Com-

pany in the Borough of Manhattan, The City of New York designated for that purpose.

Coupon bonds of the Seventh Series and unregistered temporary bonds of the Seventh Series shall be dated as of February 1, 1958. Registered bonds of the Seventh Series shall be dated as set forth in the form thereof hereinbefore set forth. Coupon bonds and registered bonds of the Seventh Series of like aggregate principal amount of authorized denominations shall be interchangeable, and registered bonds shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, at the option of the holders.

Any or all of the bonds of the Seventh Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one newspaper printed in the English language and customarily published at least once a day for at least five days in each calendar week and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed [in whole or in part] at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture or of Section 2 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	Special Redemption Premium
	(If redeemed prior to February 1 of the calendar year stated and subse- quent to the last day of January of the calendar year next preceding such year)	
1959.....	5.41%	1.404%
1960.....	5.22%	1.38%
1961.....	5.04%	1.36%
1962.....	4.85%	1.33%
1963.....	4.66%	1.30%
1964.....	4.48%	1.27%
1965.....	4.29%	1.24%
1966.....	4.10%	1.21%
1967.....	3.92%	1.18%
1968.....	3.73%	1.14%
1969.....	3.55%	1.11%
1970.....	3.36%	1.07%
1971.....	3.17%	1.03%
1972.....	2.99%	.99%
1973.....	2.80%	.95%
1974.....	2.61%	.91%
1975.....	2.43%	.86%
1976.....	2.24%	.81%
1977.....	2.05%	.77%
1978.....	1.87%	.71%
1979.....	1.68%	.66%
1980.....	1.50%	.61%
1981.....	1.31%	.55%
1982.....	1.12%	.49%
1983.....	.94%	.43%
1984.....	.75%	.37%
1985.....	.56%	.30%
1986.....	.38%	.23%
1987.....	.19%	.16%

and without premium in either case if redeemed on or after February 1, 1987.

The holder of any coupon bond of the Seventh 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 Seventh 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 Seventh Series shall be outstanding under the Indenture, it will, on or before June 1 in each year commencing with June 1, 1959:

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

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

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

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

On or before the first day of June in each year, beginning June 1, 1959, so long as any bonds of the Seventh 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 that, so long as any bonds of the Seventh Series shall be outstanding under the Indenture, it will not, after December 31, 1957, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions made in shares of common stock of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of its common stock, or purchase or otherwise acquire for a consideration any shares of its common stock, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of its common stock after December 31, 1957, shall exceed

(i) the earned surplus of the Company accumulated after December 31, 1957 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus on account of items inherent in the balance sheet at December 31, 1957), plus

(ii) the earned surplus of the Company accumulated prior to January 1, 1958 in an amount not exceeding \$2,500,000, plus

(iii) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and

Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after December 31, 1957, there shall be deducted the dividends accruing subsequent to December 31, 1957 on preferred stock of the Company and the total amount, if any, by which the aggregate of the charges to income or earned surplus since December 31, 1957 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 16% of the gross operating revenues derived by the Company subsequent to December 31, 1957 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

SECTION 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 Trustees any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 6. The Trustees assume no responsibility for or in respect of the validity or sufficiency of this Supplemental Indenture or

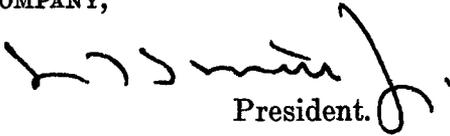
the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

SECTION 7. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Gulf 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 The Chase Manhattan Bank has caused this Supplemental Indenture to be executed in its corporate name and its corporate seal to be hereunto affixed by one of its Vice-Presidents and its corporate seal to be attested by one of its Assistant Secretaries, and The Citizens & Peoples National Bank of Pensacola 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 Cashier or one of its Assistant Cashiers, in several counterparts, all as of the day and year first above written.

GULF POWER COMPANY,

By  President.

Attest:

  
Secretary.

Signed, sealed and delivered this 21<sup>st</sup> day of February, 1958 by GULF POWER COMPANY in the presence of:

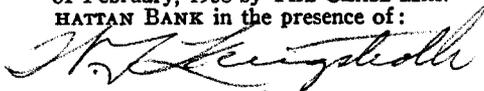

THE CHASE MANHATTAN BANK,

By  Vice-President.

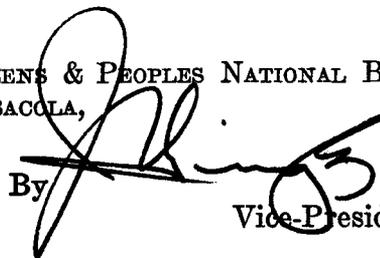
Attest:

  
Assistant Secretary.

Signed, sealed and delivered this 25<sup>th</sup> day of February, 1958 by THE CHASE MANHATTAN BANK in the presence of:

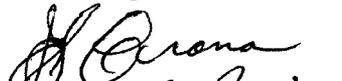

THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA,

By  Vice-President.

Attest:

  
Aud. Cashier.

Signed, sealed and delivered this 21<sup>st</sup> day of February, 1958 by THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA in the presence of:


STATE OF FLORIDA }  
 COUNTY OF ESCAMBIA } ss.:

Before the undersigned, a Notary Public in and for said State and County, duly qualified, commissioned and sworn, personally came L. T. Smith, Jr. and R. P. Welsh, each to me well known to be the identical persons described in and who executed the foregoing instrument and to be the President and the Secretary respectively of GULF POWER COMPANY, the corporation described in and which executed said instrument; and the said L. T. Smith, Jr. acknowledged and declared that he as President of said corporation and being duly authorized by it, freely and voluntarily, signed its name and caused its corporate seal to be affixed to and executed said instrument in the name of, for and on behalf of said corporation and as and for its act and deed. And the said R. P. Welsh acknowledged and declared that he as Secretary of said corporation, being duly authorized by it, freely and voluntarily affixed the corporate seal of said corporation to said instrument and executed and attested said instrument in the name of, for and on behalf of said corporation and as and for its act and deed.

IN TESTIMONY WHEREOF I do hereunto set my hand and official seal at the City of Pensacola in said State and County this 21<sup>st</sup> day of February, A.D. 1958.

  
 Notary Public, State of Florida at Large  
 My Commission Expires January 10, 1961

STATE OF FLORIDA }  
 COUNTY OF ESCAMBIA } ss.:

On the 21<sup>st</sup> day of February, in the year one thousand nine hundred and fifty-eight, before me personally came L. T. Smith, Jr., to me known, who being by me duly sworn, did depose and say that he resides at Pensacola, Florida; that he is the President of Gulf 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.

  
 Notary Public, State of Florida at Large  
 My Commission Expires January 10, 1961

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

Before the undersigned, a Notary Public in and for said State and County duly qualified, commissioned and sworn, personally came A. F. HENNING and C. F. RUGE, each to me well known to be the identical persons described in and who executed the foregoing instrument and to be a Vice-President and an Assistant Secretary respectively of THE CHASE MANHATTAN BANK, the corporation described in and which executed said instrument; and the said A. F. HENNING acknowledged and declared that he as Vice-President of said corporation and being duly authorized by it, freely and voluntarily, signed its name and affixed its corporate seal to and executed said instrument in the name of, for and on behalf of said corporation and as and for its act and deed. And the said C. F. RUGE acknowledged and declared that he as Assistant Secretary of said corporation, being duly authorized by it, freely and voluntarily attested the execution and ensealing of said instrument in the name of, for and on behalf of said corporation and as and for its act and deed.

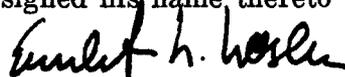
IN TESTIMONY WHEREOF I do hereunto set my hand and official seal at The City of New York in said State and County this 25<sup>th</sup> day of February, A.D. 1958.



ERNEST L. LOSER  
 Notary Public, State of New York  
 No. 41-7600350  
 Qualified in Queens County  
 Cert. filed with New York Co. Clerk  
 Commission Expires March 30, 1958

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

On the 25<sup>th</sup> day of February, in the year one thousand nine hundred and fifty-eight, before me personally came A. F. HENNING, to me known, who being by me duly sworn, did depose and say that he resides at Dumont, New Jersey; that he is a Vice-President of The Chase Manhattan Bank, 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.



ERNEST L. LOSER  
 Notary Public, State of New York  
 No. 41-7600350  
 Qualified in Queens County  
 Cert. filed with New York Co. Clerk  
 Commission Expires March 30, 1958

STATE OF FLORIDA }  
COUNTY OF ESCAMBIA } ss.:

Before the undersigned, a Notary Public in and for said State and County, duly qualified, commissioned and sworn, personally came J. W. GINGLES and ~~W. O. NELSON~~ <sup>DUDLEY G. SHEPPARD</sup> each to me well known to be the identical persons described in and who executed the foregoing instrument and to be a Vice-President and Assistant Cashier respectively of THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA, the corporation described in and which executed said instrument; and the said J. W. GINGLES acknowledged and declared that he as Vice-President of said corporation and being duly authorized by it, freely and voluntarily, signed its name and caused its corporate seal to be affixed to and executed said instrument in the name of, for and on behalf of said corporation and as and for its act and deed. And the said ~~W. O. NELSON~~ <sup>DUDLEY G. SHEPPARD</sup> acknowledged and declared that he as Assistant Cashier of said corporation, being duly authorized by it, freely and voluntarily affixed the corporate seal of said corporation to said instrument and executed and attested said instrument in the name of, for and on behalf of said corporation and as and for its act and deed.

IN TESTIMONY WHEREOF I do hereunto set my hand and official seal at the City of Pensacola in said State and County this <sup>7th</sup> day of February, A.D. 1958.

*Jean Allan*  
Notary Public, State of Florida at Large  
My Commission Expires January 12, 1960

STATE OF FLORIDA }  
COUNTY OF ESCAMBIA } ss.:

On the <sup>7th</sup> day of February, in the year one thousand nine hundred and fifty-eight, before me personally came J. W. GINGLES, to me known, who being by me duly sworn, did depose and say that he resides at Pensacola, Florida; that he is a Vice-President of The Citizens & Peoples National Bank of Pensacola, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the 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.

*Jean Allan*  
Notary Public, State of Florida at Large  
My Commission Expires January 12, 1960