

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

0-170A039

RECORDATION NO. Filed 1425

11916

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

Date

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;

RECEIVED

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REC'D

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

444 393 0650

RECORDATION NO. 11916 Filed 1425

JUN 18 1980 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

Conformed I

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.

Supplemental Indenture

providing among other things for

FIRST MORTGAGE BONDS

4¾% Series due 1989

Dated as of April 1, 1959

SUPPLEMENTAL INDENTURE, dated as of April 1, 1959, 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, 4¾% Series due 1989" (hereinafter sometimes referred to as the "bonds of the Eighth Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature April 1, 1989; and

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

[FORM OF COUPON BOND OF THE EIGHTH SERIES]

GULF POWER COMPANY

FIRST MORTGAGE BOND, 4¾% SERIES DUE 1989

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 April 1, 1989, and to pay interest thereon from April 1, 1959, at the rate, until the principal hereof shall have become due and payable, of four and three-quarters per centum per annum, payable on October 1 and April 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, 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, 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 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 April 1 of the calendar year stated and subsequent to the last day of March of the cal- endar year next preceding such year)	
1960	6.00%	1.25%
1961	5.80%	1.25%
1962	5.59%	1.25%
1963	5.38%	1.23%
1964	5.18%	1.20%
1965	4.97%	1.18%
1966	4.76%	1.15%
1967	4.56%	1.13%
1968	4.35%	1.10%
1969	4.14%	1.07%
1970	3.94%	1.04%
1971	3.73%	1.01%
1972	3.52%	.97%
1973	3.32%	.94%
1974	3.11%	.90%
1975	2.90%	.86%
1976	2.69%	.82%
1977	2.49%	.78%
1978	2.28%	.73%
1979	2.07%	.69%
1980	1.87%	.64%
1981	1.66%	.59%
1982	1.45%	.53%
1983	1.25%	.48%
1984	1.04%	.42%
1985 .....	.83%	.36%
1986 .....	.63%	.29%
1987 .....	.42%	.23%
1988 .....	.21%	.16%

and without premium in either case if redeemed on or after April 1, 1988.

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 April 1, 1959.

GULF POWER COMPANY,

By
Vice-President.

Attest:

.....
Assistant Secretary.

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

[FORM OF COUPON]

\$23.75

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.

4¾% Series due 1989

.....
Treasurer.

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

[FORM OF REGISTERED BOND OF THE EIGHTH SERIES]

GULF POWER COMPANY

FIRST MORTGAGE BOND, 4¾% SERIES DUE 1989

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 April 1, 1989, 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 and three-quarters per centum per annum, payable on October 1 and April 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, 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, 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 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 April 1 of the calendar year stated and subsequent to the last day of March of the cal- endar year next preceding such year)	
1960	6.00%	1.25%
1961	5.80%	1.25%
1962	5.59%	1.25%
1963	5.38%	1.23%
1964	5.18%	1.20%
1965	4.97%	1.18%
1966	4.76%	1.15%
1967	4.56%	1.13%

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the cal- endar year next preceding such year)	
1968	4.35%	1.10%
1969	4.14%	1.07%
1970	3.94%	1.04%
1971	3.73%	1.01%
1972	3.52%	.97%
1973	3.32%	.94%
1974	3.11%	.90%
1975	2.90%	.86%
1976	2.69%	.82%
1977	2.49%	.78%
1978	2.28%	.73%
1979	2.07%	.69%
1980	1.87%	.64%
1981	1.66%	.59%
1982	1.45%	.53%
1983	1.25%	.48%
1984	1.04%	.42%
1985 .....	.83%	.36%
1986 .....	.63%	.29%
1987 .....	.42%	.23%
1988 .....	.21%	.16%

and without premium in either case if redeemed on or after April 1, 1988.

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 April 1, 1959, or, if such bond be authenticated after October 1, 1959, 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 \$7,000,000 principal amount of bonds of the Eighth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto 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 December 31, 1957, including Unit No. 4 which is now under construction.

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 December 31, 1957.

ELECTRIC TRANSMISSION LINES

All the electric transmission lines of the Company acquired or constructed since December 31, 1957 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 appertaining 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 DeVillier Street to Goulding Transmission Line extending from the Company's Bayou Chico Substation in Escambia County a distance of 1.92 miles to the Company's DeVillier Street Substation in Escambia County a distance of 2.36 miles to the Company's Goulding Substation in Escambia County, Florida.

2. The Crist Steam Plant to American Cyanamid Company to Escambia Chemical Company Transmission Line extending from the Company's Crist Steam Plant in Escambia County a distance of 8.17 miles to the American Cyanamid Company Transmission Substation and the Escambia Chemical Company Transmission Substation located in Santa Rosa County, Florida.

Together with river crossing permit granted to the Company by the Government of the United States dated March 25, 1958 over which a portion of said transmission line is located.

3. The Miller's Ferry Switch Control site located at the Miller's Ferry to Laguna Beach Tap on the Crestview to Panama City Transmission Line upon which a supervisory control switch is installed, located on land described as follows:

A parcel of land commencing at NE corner of Section 23, Township 2 North, Range 16 West and running thence South along the eastern boundary of said section a distance of 1507.8 feet; thence running north 89°35' west a distance of 436.42 feet to the western boundary line of State Highway #79 for point of beginning; thence continue north 89°35' west a distance of 212.52 feet; thence north 0°25' east a distance of 149.25 feet; thence south 89°12' east a distance of 255.6 feet to western boundary line of State Road #79; thence southwesterly along the western boundary line of said State Road #79 a distance of 153.5 feet to point of beginning, all lying and being in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 23, in the County of Washington, State of Florida.

III

DISTRIBUTION SYSTEMS

All the electric distribution systems of the Company acquired or constructed since December 31, 1957 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 rights under which property included in the Indenture and subsequent additions thereto is operated and maintained:

- (a) Permit granted to the Company by the Government of the United States for aerial electric cable crossing Mack Bayou dated March 11, 1958.

(b) Permit granted to the Company by the Government of the United States for submarine cable crossing Gulf Intra-coastal Waterway dated June 23, 1958.

2. The following described real estate situate, lying and being in Bay County, Florida near Panama City on which submarine cable terminal is located:

From the Southeast Corner of Lot Two (2) of Long Point Park, First Addition Plat, run South 61 degrees 47 minutes East 100 feet to the East right-of-way line of U. S. Highway 98; thence with said East right-of-way line 1688 feet in a Southerly direction to a concrete right-of-way marker at point of curve, Station 802 + 53.68; thence South 17 degrees 42 minutes West 878.7 feet to POINT OF BEGINNING of parcel now being described. From said Point of Beginning South 33 degrees 50 minutes East 20 feet; South 56 degrees 10 minutes West 20 feet; North 33 degrees 50 minutes West 20 feet; North 56 degrees 10 minutes East 20 feet to said Point of Beginning, containing 0.009 acres, more or less, and lying and being in the SW $\frac{1}{4}$ of Fractional Section 25, Township 4 South, Range 14 West.

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 December 31, 1957 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 DeVillier Street Transmission Substation in Pensacola, Escambia County, Florida, located on land described in the Indenture dated as of September 1, 1941, Schedule B, Section VI, Paragraph 6, Page 185.

2. The American Cyanamid Company Transmission Substation near Pensacola, in Santa Rosa County, Florida located under easement on land described as follows:

That portion of Government Lot 1 of fractional Section twenty-nine (29), Township one (1) north, Range twenty-nine (29) west, Santa Rosa County, Florida described as follows: Commencing at a concrete monument at the northeast corner of said Section twenty-nine (29); thence north 89 degrees 25 minutes west along the north line of said Section twenty-nine (29) a distance of six hundred fifty and twenty-eight one hundredths feet (650.28'); thence south 0 degrees 01 minutes east a distance of four hundred six and eighty-five one hundredths feet (406.85') for the point of beginning; thence continue south 0 degrees 01 minutes east a distance of two hundred feet (200'); thence south 89 degrees 59 minutes west a distance of three hundred feet (300'); thence north 0 degrees 01 minutes west a distance of two hundred feet (200'); thence north 89 degrees 59 minutes east a distance of three hundred feet (300') to the point of beginning.

3. The Escambia Chemical Company Transmission Substation near Pensacola, in Santa Rosa County, Florida located under easement on land described as follows:

A parcel of land in Santa Rosa County, Florida, more particularly described as the South 300 feet of the West 200 feet of Section 14, Township 1 North, Range 29 West.

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 December 31, 1957 and not heretofore 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 the City of Pensacola, County of Escambia, State of Florida to-wit:

Lot 17 to 24, both inclusive, Block 166, West King Tract in the City of Pensacola, Florida, according to the map of said City copyrighted by Thos. C. Watson in 1906.

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

That portion of Government Lot 5, Section 4, Township 3 south, Range 29 west, Santa Rosa County, Florida, described as follows:

Commencing at the intersection of the north right-of-way line of U. S. Highway #98 and the east line of said Lot 5; thence along said east line north 18 degrees 45 minutes west a distance of 331.40 feet to an iron pipe for the point of beginning; thence south 71 degrees 16 minutes west a distance of 85.30 feet to an iron pipe; thence south 0 degrees 03 minutes west a distance of 350.00 feet to an iron pipe in said north right-of-way line a distance of 198.00 feet from the point of commencement; thence south 71 degrees 16 minutes west along said north right-of-way line a distance of 31.69 feet to an iron pipe; thence north 0 degrees 03 minutes east a distance of 350.00 feet to an iron pipe; thence north 18 degrees 45 minutes west a distance of 82.20 feet to an iron pipe; thence north 64 degrees 03 minutes west a distance of 116.90 feet to an iron pipe; thence north 18 degrees 45 minutes west a distance of 300.00 feet to an iron pipe; thence north 71 degrees 16 minutes east a distance of 200.00 feet to an iron pipe in the east line of said Lot 5; thence south 18 degrees 45 minutes east along the east line of said Lot 5 a distance of 464.40 feet to the point of beginning.

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 $4\frac{3}{4}\%$ Series due 1989, each of which shall also bear the descriptive

title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Eighth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Eighth Series shall mature on April 1, 1989, and may be issued as coupon bonds in the denomination of \$1,000 each, registrable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Eighth Series shall be in such denominations as the Board of Directors shall approve, and execution and delivery 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 Eighth Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of four and three-quarters per centum ($4\frac{3}{4}\%$) per annum, payable semi-annually on October 1 and April 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of the Eighth Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

Coupon bonds of the Eighth Series and unregistered temporary bonds of the Eighth Series shall be dated as of April 1, 1959. Registered bonds of the Eighth Series shall be dated as set forth in the form thereof hereinbefore set forth. Coupon bonds and registered bonds of the Eighth 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 Eighth Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four 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 April 1 of the calendar year stated and subsequent to the last day of March of the cal- endar year next preceding such year)	
1960	6.00%	1.25%
1961	5.80%	1.25%
1962	5.59%	1.25%
1963	5.38%	1.23%
1964	5.18%	1.20%

Year	Regular	Special
	Redemption Premium	Redemption Premium
	(If redeemed prior to April 1 of the calendar year stated and subsequent to the last day of March of the cal- endar year next preceding such year)	
1965	4.97%	1.18%
1966	4.76%	1.15%
1967	4.56%	1.13%
1968	4.35%	1.10%
1969	4.14%	1.07%
1970	3.94%	1.04%
1971	3.73%	1.01%
1972	3.52%	.97%
1973	3.32%	.94%
1974	3.11%	.90%
1975	2.90%	.86%
1976	2.69%	.82%
1977	2.49%	.78%
1978	2.28%	.73%
1979	2.07%	.69%
1980	1.87%	.64%
1981	1.66%	.59%
1982	1.45%	.53%
1983	1.25%	.48%
1984	1.04%	.42%
1985	.83%	.36%
1986	.63%	.29%
1987	.42%	.23%
1988	.21%	.16%

and without premium in either case if redeemed on or after April 1, 1988.

The holder of any coupon bond of the Eighth Series may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and there-

upon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of the Eighth Series may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants that, so long as any bonds of the Eighth Series shall be outstanding under the Indenture, it will, on or before June 1 in each year commencing with June 1, 1960:

(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 Eighth Series authenticated and delivered by the Trustee pursuant to the provisions of Articles IV, V and VI of the Indenture, prior to January 1 of that year, after deducting from such aggregate principal amount the principal amount of bonds of the Eighth Series which, prior to January 1 of that year, have been deposited with the Trustee for cancellation as the basis for the release of property or for the withdrawal of cash representing proceeds of released property or have been purchased or redeemed by the use of proceeds of released property); or,

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

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

The term "improvement fund certificate", as used in this Section, 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, 1960, so long as any bonds of the Eighth Series are outstanding under the Indenture, the Company shall (if Section 2.12 of the Indenture is no longer in effect) deliver to the Trustee an improvement fund certificate showing the improvement fund requirement for that year, the amount of cash, if any, and the principal amount of bonds authenticated under the Indenture then outstanding, if any, then to be deposited by the Company with the Trustee and, if the Company elects to satisfy the improvement fund requirement for that year in whole or in part by the certification of unfunded net property additions, the amount, if any, of unfunded net property additions to be certified. The Company shall, concurrently with the delivery to the Trustee of such certificate, deposit with the Trustee the amount of cash, if any, and the principal amount of bonds, if any, shown in such certificate.

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

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

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

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

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

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

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

SECTION 3. The Company covenants that, so long as any bonds of the Eighth Series shall be outstanding under the Indenture, it will not, after March 31, 1959, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions

made in shares of common stock of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of its common stock, or purchase or otherwise acquire for a consideration any shares of its common stock, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of its common stock after March 31, 1959, shall exceed

(i) the earned surplus of the Company accumulated after March 31, 1959 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus on account of items inherent in the balance sheet at March 31, 1959), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1959 in an amount not exceeding \$2,650,000, plus

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

For the purposes of this Section, in determining the earned surplus of the Company accumulated after March 31, 1959, there shall be deducted the dividends accruing subsequent to March 31, 1959 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 March 31, 1959 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 16% of the gross operating revenues derived by the Company subsequent to March 31, 1959 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 con-

sideration 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.

(CORPORATE SEAL) GULF POWER COMPANY,
By L. T. SMITH, JR.
Attest: President.
R. P. WELSH
Secretary.

Signed, sealed and delivered this 3rd day of April, 1959 by GULF POWER COMPANY in the presence of:

A. C. MAYO
W. A. CONNER

(CORPORATE SEAL) THE CHASE MANHATTAN BANK,
By J. BRYSON AIRD
Attest: Vice-President.
J. J. O'CONNELL
Assistant Secretary.

Signed, sealed and delivered this 7th day of April, 1959 by THE CHASE MANHATTAN BANK in the presence of:

W. T. LANGSTROTH
G. A. KEMP

(CORPORATE SEAL) THE CITIZENS & PEOPLES NATIONAL BANK
OF PENSACOLA,
By J. W. GINGLES
Attest: Vice-President.
WM. O. NETTLES
Asst. Cashier.

Signed, sealed and delivered this 3rd day of April, 1959 by THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA in the presence of:

ANNA JANE PEYRET
JEAN ALLAN

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 3rd day of April, A.D. 1959.

R. J. BARRINGTON

My Commission Expires October 17, 1962

(NOTARIAL SEAL)

STATE OF FLORIDA }
 COUNTY OF ESCAMBIA } ss.:

On the 3rd day of April, in the year one thousand nine hundred and fifty-nine, 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.

R. J. BARRINGTON

My Commission Expires October 17, 1962

(NOTARIAL SEAL)

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 J. Bryson Aird and J. J. O'Connell, 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 J. Bryson Aird 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 J. J. O'Connell 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 7th day of April, A.D. 1959.

(NOTARIAL SEAL)

ERNEST L. LOSER

ERNEST L. LOSER
 Notary Public, State of New York
 No. 41-7600350
 Qualified in Queens County
 Cert. filed with New York Co. Clerk
 Term Expires March 30, 1960

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

On the 7th day of April, in the year one thousand nine hundred and fifty-nine, before me personally came J. Bryson Aird to me known, who being by me duly sworn, did depose and say that he resides at 177 East 77th Street, New York, New York; 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.

(NOTARIAL SEAL)

ERNEST L. LOSER

ERNEST L. LOSER
 Notary Public, State of New York
 No. 41-7600350
 Qualified in Queens County
 Cert. filed with New York Co. Clerk
 Term Expires March 30, 1960

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 Wm. O. Nettles, 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 Wm. O. Nettles 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 3rd day of April, A.D. 1959.

JEAN ALLAN

My Commission Expires January 12, 1960

(NOTARIAL SEAL)

STATE OF FLORIDA }
 COUNTY OF ESCAMBIA } ss.:

On the 3rd day of April, in the year one thousand nine hundred and fifty-nine, 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

My Commission Expires January 12, 1960

(NOTARIAL SEAL)