

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

Fee \$ 270.00 INTERSTATE COMMERCE COMMISSION



the southern electric system.

ICC Washington, D. C.

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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FILED
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

444 393 0650

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RECORDATION NO. Filed 1425

Counterpart No. **21** JUN 18 1980 - 1 30 PM - *T*
INTERSTATE COMMERCE COMMISSION

GULF POWER COMPANY

TO

THE CHASE MANHATTAN BANK (National Association)
(Formerly 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

6% Pollution Control Series due October 1, 2006

Dated as of October 1, 1976

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 "6% Pollution Control Series due October 1, 2006" (hereinafter sometimes referred to as the "Twentieth Series"), each of which bonds shall bear the descriptive title of "First Mortgage Bond", the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature October 1, 2006; and

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

[FORM OF BOND OF THE TWENTIETH SERIES]

GULF POWER COMPANY
FIRST MORTGAGE BOND, 6% POLLUTION CONTROL
SERIES DUE OCTOBER 1, 2006

No. \$.....

Gulf Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to Commercial Bank in Panama City (as trustee under the Trust Indenture dated as of November 1, 1976 of Bay County, Florida) or registered assigns, the principal sum of Dollars on October 1, 2006, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to April 1, 1977, in which case from October 1, 1976, at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on April 1 and October 1 in each year.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at any time that any such payment shall be due, the Company shall have made payments in accordance with Section 3.2 of the Installment Sale

Agreement dated as of October 1, 1976 between Bay County, Florida, and the Company, sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Bay County, Florida, Pollution Control Revenue Bonds (Gulf Power Company Lansing Smith Steam Plant Project) Series A (hereinafter referred to as "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of October 1, 1976 (hereinafter referred to as the "Revenue Bond Indenture") of said County to Commercial Bank in Panama City, trustee (hereinafter, together with any successor trustee under the Revenue Bond Indenture, referred to as the "Revenue Bond Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, between the Company and The Chase National Bank of the City of New York to which The Chase Manhattan Bank (now The Chase Manhattan Bank (National Association)) 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 given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, if redeemed by the operation of the sinking or improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole, by payment of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustee of a written demand from the Revenue Bond Trustee stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to Section 8.02 of the Revenue Bond Indenture. As provided in the Indenture, the date fixed for such redemption shall be not more than 180 days after receipt by the Trustee of the aforesaid written demand and shall be specified in a notice of redemption to be given not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Revenue Bond Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole at any time or in part from time to time on any interest payment date upon receipt by the Trustee of a written demand from the Revenue Bond Trustee specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the third paragraph of Section 3.01 of the Revenue Bond Indenture. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

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

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1987	3 %	1990	1½ %
1988	2½ %	1991	1 %
1989	2 %	1992	½ %

and without premium if redeemed on or after October 1, 1992.

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 bond of this series shall be dated as of the date of 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 bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the 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. Bonds of this series shall be exchangeable for bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, 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 by his signature or a facsimile thereof.

Dated

GULF POWER COMPANY,

By
President.

Attest:

.....
Secretary.

[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
(National Association),
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 in 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 \$12,500,000 principal amount of bonds of the Twentieth 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 (National Association) 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, not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture.

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, not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture.

3. All additions to Lansing Smith Steam Plant located on Alligator Bayou and North Bay near Panama City, Florida situated in Bay County, not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture.

4. Robert Ellis, Jr. Steam Electric Generating Plant Site located on Choctawhatchee River situated in Holmes and Washington Counties, in the State of Florida, on lands described as:

The North six hundred feet (600') of the West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1), Township Four (4) North, Range Sixteen (16) West.

The North six hundred feet (600') of the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1), Township Four (4) North, Range Sixteen (16) West.

A parcel of land commencing at the Northeast Corner of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West, thence run West along Section line to Dundee Road (County Road); thence run Southwesterly along said road 420 feet, thence run Easterly to the East line of said Section 2, thence run North along Section Line 520 feet to the point of beginning, containing 5 acres, more or less. Situate, lying and being in Washington County, Florida.

A parcel of land situate and being in the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West, described as follows: Commence at the Northeast corner of Section 2, Township 4 North,

Range 16 West, thence run West along the North boundary line of said Section 2, a distance of 262.2 feet TO THE POINT OF BEGINNING, thence at an angle of 71 degrees 24 minutes to the left run Southwesterly 208.5 feet, thence at an angle of 71 degrees 24 minutes to the right run Westerly 208.5 feet, thence at an angle of 108 degrees 36 minutes to the right run Northeasterly 208.5 feet to the North line of said Section 2, thence at an angle of 71 degrees 24 minutes to the right run Easterly 208.5 feet along the North line of said Section 2 to the point of beginning, said parcel containing one (1) acre, more or less, and being a part of Washington County, Florida.

AND

A parcel of land situated and being in the N $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 2, Township 4 North, Range 16 West, described as follows: Commencing at the Northeast corner of Section 2, Township 4 North, Range 16 West, thence run West along North boundary line of Section 2, 470.7 feet to the point of beginning; thence at an angle 71°24' to the left running southwesterly 417 feet; thence West 33 $\frac{1}{2}$ feet; thence North to the North boundary line of said Section 2; thence Easterly along North line of said Section 2 approximately 118 feet to the point of beginning.

AND

The North 500 feet of a parcel of land described as beginning at the Northeast corner of NE $\frac{1}{4}$, Section 2, Township 4 North, Range 16 West, and running West along Section line 232 feet to the West edge of County Road for point of beginning, thence continuing West 322 feet, thence South 640 feet, thence West 325 feet to East boundary line of State Road, thence Southeastwardly along said road line 212.4 feet, thence East 277 feet to West edge of County Road, thence N28°E 247 feet to a point in County Road, thence N14°20'E along West edge of County Road 670 feet to point of beginning.

A parcel of land described as commencing 444 feet South of the intersection of the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West and State Road S-179, thence run Southeasterly 210 feet, thence run Northeasterly and parallel with said road 210 feet, thence run Northwesterly 210 feet, thence run Southwesterly 210 feet to the Point of Beginning, situate, lying and being in a part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West.

A parcel of land situate and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West, described as follows: Commence at the Northeast corner of Section 2, Township 4 North, Range 16 West, thence run West along the North boundary line of said Section 2 a distance of 262.2 feet, thence at an angle of 71°24' to the left run Southwesterly 208.5 feet, to P.O.B., thence continue Southwesterly 208.5 feet, thence at an angle of 71° 24 min. to right Westerly 208.5 feet, thence at an angle 108°36' to the right Northeasterly 208.5 feet, thence at an angle of 108°36' to right Northeasterly 208.5 feet to P.O.B.

That portion of the North five hundred feet (500') of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Two (2), Township Four (4) North, Range Sixteen (16) West, lying East of Dundee (county road) Road, LESS AND EXCEPT a parcel of land commencing at the Northeast Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 16 West, thence run West along Section line to Dundee Road (county road); thence run Southwesterly along said road 420 feet, thence run Easterly to the East line of said Section 2, thence run North along Section Line 520 feet to the point of beginning, containing 5 acres, more or less. Situate, lying and being in Washington County, Florida.

II

ELECTRIC TRANSMISSION LINES.

All the electric transmission lines of the Company acquired or constructed by it and not heretofore described in the Indenture or any supplement thereto 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 property in the State of Florida described as:

1. The Lansing Smith-Laguna Beach transmission line now under construction extending from the Company's Lansing Smith Steam Plant situated in Bay County a distance of 14.25 miles, more or less, to the Laguna Beach Substation, also situated in Bay County, Florida.

That part of the West One Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-six (36); the North One Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-five (35); the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), the West One Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$), the East One Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the West One Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); the East One Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-seven (27); the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), the East One Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-two (22); the East One Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-one (21); the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South One Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Sixteen (16); the South One Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of fractional Section Seventeen (17); the North One Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty (20); the North One Half ($N\frac{1}{2}$) of the North One Half ($N\frac{1}{2}$) and the South One Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Nineteen (19), all lying and being in Township Two (2) South, Range Fifteen (15) West, Bay County, Florida; the South One Half ($S\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of fractional Section Twenty-four (24); the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), the North One Half ($N\frac{1}{2}$) of the Southeast Quarter

(SE $\frac{1}{4}$), the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the South One Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of fractional Section Twenty-three (23); the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-two (22); the North One Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-seven (27); the Original Government Lots three (3) and four (4) North of Bay, Government Lots one (1) and two (2) South of Bay, the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the fractional Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-eight (28); the East One Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-nine (29); the North One Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-two (32); the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), the East One Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), all lying and being in Township Two (2) South, Range Sixteen (16) West, Bay County, Florida; and the West One Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), the North One Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6); and the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seven (7), all lying and being in Township Three (3) South, Range Sixteen (16) West, Bay County, Florida, lying within a continuous strip of land one hundred feet (100') in width, being various widths on either side of a survey line and a continuation thereof, said survey line to begin at a point on the South boundary of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Two (2) South, Range Fifteen (15) West determined as follows: From the Southwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36) run East along the South boundary thereof a distance of one thousand four hundred forty-nine and twenty-two hundredths feet (1449.22') to the Point of Beginning of said survey line and the beginning of a strip of land being thirty-five feet (35') on the northeasterly side and sixty-five

feet (65') on the southwesterly side of said survey line, thence from said point of beginning run North 46°04' West a distance of nineteen thousand five hundred seventy-nine and seven tenths feet (19,579.7') to an angle point which is the end of the strip described as lying thirty-five feet (35') on the Northeasterly side and sixty-five feet (65') on the Southwesterly side of the hereinbefore described survey line and the beginning of a 100 foot width strip described as being sixty-five feet (65') on the northerly side and thirty-five (35') on the southerly side of the hereinafter described survey line, thence from said angle point run said survey line North 88°07' West a distance of four thousand eighty-three and three tenths feet (4,083.3') to an angle point, thence from said angle point run South 77°44' West a distance of seventeen thousand one hundred eighty-five and two tenths feet (17,185.2') to an angle point, thence from said angle point run South 64°42' West a distance of twenty-one thousand three hundred twenty-five and one tenths feet (21,325.1') to an angle point which is the end of the strip described as lying sixty-five feet (65') on the northerly side and thirty-five feet (35') on the southerly side of the hereinbefore described survey line and the beginning of a 100 foot width strip described as being thirty-five feet (35') on the northwesterly side and sixty-five (65') on the southeasterly side of the hereinafter described survey line, thence from said angle point run said survey line South 30°18' West a distance of ten thousand eight hundred ten and seventy-three hundredths feet (10,810.73') to an angle point which is the end of the strip described as being thirty-five feet (35') on the northwesterly side and sixty-five feet (65') on the southeasterly side of the hereinbefore described survey line and the beginning of a strip described as being fifty feet (50') on each side of the hereinafter described survey line, thence from said angle point run said survey line South 00°18' West a distance of three hundred eighty-four and sixty-seven hundredths feet (384.67'), more or less, to a termination point on the North boundary of Gulf Power Company's substation in the northwest quarter (NW $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Three (3) South, Range Sixteen (16) West, the aforesaid strip of land being contiguous to and parallel with Gulf Power Company's one hundred foot (100') width right-of-way as it now exists, the centerline of which existing right-of-way is described in that conveyance to Gulf Power Company from St. Joe Paper Company, a corporation, dated

July 8, 1961, and recorded in Official Records Book 44, at Page 262, of the Public Records of Bay County, Florida. Less and except State Road right-of-way.

Said lands above described comprising the following acreage, to-wit:

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Acres</u>
36	2 South	15 West	4.477
35	2 South	15 West	3.995
26	2 South	15 West	13.005
27	2 South	15 West	4.706
22	2 South	15 West	12.351
21	2 South	15 West	5.280
16	2 South	15 West	8.540
17	2 South	15 West	4.936
20	2 South	15 West	4.591
19	2 South	15 West	12.511
24	2 South	16 West	11.421
23	2 South	16 West	10.675
22	2 South	16 West	2.525
27	2 South	16 West	10.790
28	2 South	16 West	11.536
29	2 South	16 West	6.612
32	2 South	16 West	7.346
31	2 South	16 West	8.437
6	3 South	16 West	14.440
7	3 South	16 West	.390

Said strip of land described above contains 158.564 acres.

III

DISTRIBUTION SYSTEMS.

All the electric distribution systems of the Company acquired or constructed by it and not heretofore described in the Indenture or any supplement thereto 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, property in the State of Florida.

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 by it and not heretofore described in the Indenture or any supplements thereto 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 property in the State of Florida described as:

1. Romana Street Substation, to be constructed, situated in Escambia County, Florida, located on land described as:

(a) All of Lot 37 in the South Half ($S\frac{1}{2}$) of Block 56, Donelson Tract and the 19th Arpent, Section 43/44, Township 2 South, Range 30 West, described according to map of City of Pensacola, copyrighted by Thomas C. Watson in 1903.

(b) Lot numbered Thirty-eight (38) in the South Half ($S\frac{1}{2}$) of Block numbered Fifty-six, Donelson, Maxent Tract in the City of Pensacola, Escambia County, Florida.

(c) All of Lot 39 in the South $\frac{1}{2}$ of Block 56 of the Donelson and 19th Arpent Tracts, according to map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906, fronting 80 feet on the North side of Romana Street and 230.33 feet on the East side of Coyle Street.

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 it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including the following described property in the State of Florida:

1. The following described land situate, lying and being in the County of Jackson, State of Florida, to-wit:

A parcel of land in Jackson County, Florida and being more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of Section 8, Township 6 North, Range 8 West and thence South $2^{\circ}00'17''$ East, along the accepted Forty line 467.0 feet to the Point of Beginning, thence continuing South $2^{\circ}00'17''$ East, along the accepted Forty line 370.0 feet; thence South $89^{\circ}27'44''$ West, 430.0 feet; thence North $2^{\circ}00'17''$ West, 266.35 feet to the Centerline of an unpaved county road; thence North $46^{\circ}44'$ East, along the Centerline of said road 152.68 feet; thence North $89^{\circ}27'44''$ East, 315.22 feet to the Point of Beginning, subject to existing unpaved county road.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to said 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, as supplemented and amended, expressed, and it is hereby agreed as follows:

SECTION 1. There is hereby created a series of bonds designated as hereinabove set forth (said bonds being sometimes herein referred to as the "bonds of the Twentieth Series"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of the Twentieth Series shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series shall be issued only as registered bonds without coupons. Bonds of the Twentieth 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 Twentieth Series, until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semi-annually on April 1 and October 1 in each year.

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

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twentieth Series shall be fully or partially, as the case may be, satisfied and discharged, to the extent that, at the time that any such payment shall be due, the Company shall have made payments in accordance with Section 3.2 of the Installment Sale Agreement dated as of October 1, 1976 between Bay County, Florida and the Company sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Bay County, Florida, Pollution Control Revenue Bonds (Gulf Power Company Lansing Smith Plant Project) Series A (hereinafter referred to as the "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture, dated as of October 1, 1976, (hereinafter referred to as the "Revenue Bond Indenture") of Bay County, Florida to Commercial Bank in Panama City, trustee (hereinafter, together with any successor trustee under the Revenue Bond Indenture, referred to as the "Revenue Bond Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of the Twentieth Series shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Revenue Bond Trustee stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has

not been made, (ii) that there are not sufficient available funds in such Bond Fund to make such payment and (iii) the amount of funds required to make such payment.

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

Any or all of the bonds of the Twentieth Series shall be redeemable at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of October 1, 1964 or of the sinking or improvement fund provisions of any Supplemental Indenture other than this Supplemental Indenture or by the use of proceeds of released property.

Bonds of the Twentieth Series shall also be redeemable in whole upon receipt by the Trustee of a written demand for the redemption of the bonds of the Twentieth Series (hereinafter called "Redemption Demand") from the Revenue Bond Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to the provisions of Section 8.02 of the Revenue Bond Indenture, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustee shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustee. The Company shall fix a redemption date for the

redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustee notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustee of the Redemption Demand. If the Trustee does not receive such notice from the Company within 150 days after receipt by the Trustee of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustee shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the Revenue Bond Trustee (and the registered holders of the bonds of the Twentieth Series, if other than said Revenue Bond Trustee) not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustee shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustee shall have received written notice of rescission of the Redemption Demand from the Revenue Bond Trustee. Demand Redemption of the bonds of the Twentieth Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustee shall have received a written notice from the Revenue Bond Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustee or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the bonds of the Twentieth Series and no payments in respect thereof as specified in the Demand Redemption Notice shall be effected or required.

Bonds of the Twentieth Series shall also be redeemable in whole at any time, or in part from time to time on any interest payment date (hereinafter called the "Regular Redemption"), upon receipt by the Trustee of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the third paragraph of Section 3.01 of the Revenue Bond Indenture; (2) the date of such redemption and

that notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustee shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of bonds of the Twentieth Series equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the Revenue Bond Trustee, as holder of all bonds of the Twentieth Series then outstanding, waives notice of such redemption. The Trustee may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the bonds of the Twentieth Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to item (2) of the Regular Redemption Demand as above provided.

SECTION 2. If any interest payment date for bonds of the Twentieth Series shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized by law to close, then such interest payment date shall be the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

SECTION 3. Any written notice to the Trustee from the Revenue Bond Trustee shall be signed by such trustee's duly authorized officer therefor.

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

SECTION 5. 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 6. 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 7. 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 8. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

In WITNESS WHEREOF, said 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 (National Association) has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, 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 or one of its Trust Officers 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.



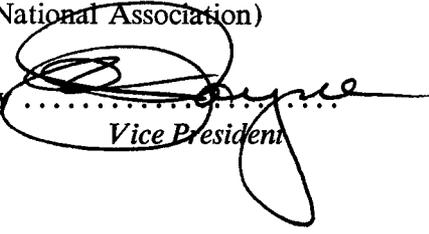
Attest: *[Signature]*
Assistant Secretary

GULF POWER COMPANY
By *[Signature]*
Vice President

Signed, sealed and delivered this 21st day of October, 1976 by GULF POWER COMPANY in the presence of:

[Signature]
[Signature]

THE CHASE MANHATTAN BANK
(National Association)

By 
Vice President

Attest:


Assistant Secretary

Signed, sealed and delivered this 26th day of
October, 1976 by THE CHASE MANHATTAN
BANK (National Association) in the presence
of:



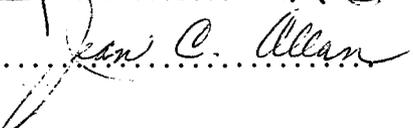

THE CITIZENS & PEOPLES NATIONAL
BANK OF PENSACOLA

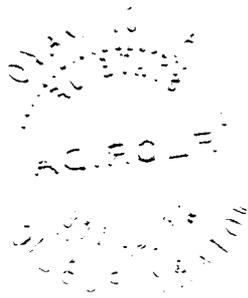
By 
Trust Officer

Attest:


Cashier

Signed, sealed and delivered this 21st day of
October, 1976 by THE CITIZENS & PEOPLES
NATIONAL BANK OF PENSACOLA in the pres-
ence 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 E. A. Lupberger and E. R. Unruh, 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 Gulf Power Company, the corporation described in and which executed said instrument; and the said E. A. Lupberger acknowledged and declared that he is a 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 E. R. Unruh acknowledged and declared that he is an Assistant 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 21st day of October, A.D. 1976.

..... *A. C. Mayo*

Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JANUARY 22, 1979

STATE OF FLORIDA }
COUNTY OF ESCAMBIA } SS.:

On the 21st day of October, in the year one thousand nine hundred and seventy-six, before me personally came E. A. Lupberger, 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 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 its was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

..... *A. C. Mayo*

Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JANUARY 22, 1979



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. A. Payne and James D. Heaney, 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 (National Association), the corporation described in and which executed said instrument; and the said J. A. Payne 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 James D. Heaney acknowledged and declared that he is an Assistant Secretary of said corporation, being duly authorized by it, freely and voluntarily attested the execution and ensembling 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 26th day of October, A.D. 1976.

Joan M. Cornejo

NOTARY PUBLIC, State of New York
No. 24-827050
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1978

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

On the 26th day of October, in the year one thousand nine hundred and seventy-six, before me personally came J. A. Payne, to me known, who being by me duly sworn, did depose and say that he resides at R. D. 1, Box 330 Hiram Road, Cold Spring, New York 10516; that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), 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.

Joan M. Cornejo

JOAN M. CORNEJO
NOTARY PUBLIC, State of New York
No. 24-827050
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1978



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 B. V. Renfroe and E. J. Nickelsen, each to me well known to be the identical persons described in and who executed the foregoing instrument and to be a Trust Officer and Cashier respectively of THE CITIZENS & PEOPLES NATIONAL BANK OF PENSACOLA, the corporation described in and which executed said instrument; and the said B. V. Renfroe acknowledged and declared that he is a Trust Officer 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 E. J. Nickelsen acknowledged and declared that he as 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 21st day of October, A.D. 1976.

Jean C. Allen
.....
Notary Public
MY COMMISSION EXPIRES JAN. 12, 1980

STATE OF FLORIDA }
COUNTY OF ESCAMBIA } SS.:

On the 21st day of October, in the year one thousand nine hundred and seventy-six, before me personally came B. V. Renfroe, to me known, who being by me duly sworn, did depose and say that he resides at Pensacola, Florida; that he is a Trust Officer 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 C. Allen
.....
Notary Public
MY COMMISSION EXPIRES JAN. 12, 1980

