

✓ This Instrument Prepared By  
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BALCH & BINGHAM  
P. O. Box 306  
Birmingham, Alabama 35201

486

ALABAMA POWER COMPANY

TO

CHEMICAL BANK,  
*Trustee*

**Supplemental Indenture**

Providing among other things for  
**FIRST MORTGAGE BONDS**  
9 1/4% Series due May 1, 2021\*

STATE-ALA-WALKER-CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
91 JUL -1 PM 1:50  
RECORDED-BOOK AND PAGE  
SHOWN ABOVE  
JUDGE OF PROBATE  
*Ala. Mr.*

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*Dated as of May 1, 1991*

**SUPPLEMENTAL INDENTURE** dated as of May 1, 1991 made and entered into by and between ALABAMA POWER COMPANY, a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Birmingham, Jefferson County, Alabama (hereinafter commonly referred to as the "Company"), and CHEMICAL 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 (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of January 1, 1942 between the Company and Chemical Bank & Trust Company (Chemical Bank successor by merger), as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture").

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1972 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 judge of probate of each county in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered various supplemental indentures for the purposes, among others, of further securing such bonds and of creating the bonds of other series described therein, and such supplemental indentures described and set forth additional property conveyed thereby and are also of record in the offices of the judges of probate of some of or all the counties in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which

this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the 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, 9¼% Series due May 1, 2021" (hereinafter sometimes referred to as the "First 1991 Series"), the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature May 1, 2021; and

WHEREAS, each of the registered bonds of the First 1991 Series is to be substantially in the following form, to wit:

[FORM OF REGISTERED BOND OF THE FIRST 1991 SERIES]

[FACE]

ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 9¼% SERIES DUE MAY 1, 2021

No. .... \$ .....

Alabama Power Company, an Alabama corporation (hereinafter called the "Company"), for value received, hereby promises to pay to ..... or registered assigns, the principal sum of ..... Dollars on May 1, 2021, 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 November 1, 1991, in which case from May 1, 1991 (or, if this bond is dated between the record date for any interest payment date and such interest payment date, then from such interest payment date, provided, however, that if the Company shall default in payment of the interest due on such interest payment date, then from the next

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preceding semi-annual interest payment date to which interest has been paid on the bonds of this series, or if such interest payment date is November 1, 1991, from May 1, 1991), at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on May 1 and November 1 in each year.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

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, ALABAMA POWER COMPANY has caused this bond to be executed in its name by its President or one of its Vice-Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated,

ALABAMA POWER COMPANY,

By .....  
President.

Attest:

.....  
Secretary.

#### TRUSTEE'S AUTHENTICATION CERTIFICATE

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

CHEMICAL BANK,  
As Trustee,

By .....  
Authorized Officer.

[REVERSE]

## ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 9¼% SERIES DUE May 1, 2021

The interest payable on any May 1 or November 1 will, subject to certain exceptions provided in the Indenture hereinafter mentioned, be paid to the person in whose name this bond is registered at the close of business on the record date, which shall be the April 15 or October 15, as the case may be, next preceding such interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close. 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 January 1, 1942, given by the Company to Chemical Bank & Trust Company, as trustee, under which indenture Chemical Bank (hereinafter sometimes referred to as the "Trustee") is successor trustee, and indentures supplemental thereto, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided. Modifica-

tions or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

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 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 (a), if redeemed otherwise than by the operation of the improvement fund or the maintenance and/or 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", provided, however, that none of the bonds of this series shall be so redeemed prior to May 1, 1996 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.41% per annum, and (b), if redeemed by the operation of the 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, without premium:

**If Redeemed During the Twelve Months Ending the Last Day of April,**

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1992 .....	8.04%	2002 .....	4.02%
1993 .....	7.64	2003 .....	3.62
1994 .....	7.24	2004 .....	3.22
1995 .....	6.84	2005 .....	2.82
1996 .....	6.44	2006 .....	2.42
1997 .....	6.03	2007 .....	2.01
1998 .....	5.63	2008 .....	1.61
1999 .....	5.23	2009 .....	1.21
2000 .....	4.83	2010 .....	0.81
2001 .....	4.43	2011 .....	0.41

and without premium if redeemed on or after May 1, 2011.

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 is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at



such other office or agency of the Company as the Company may from time to time designate, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for registration of transfer, and upon any such registration of transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment and for all other purposes. Registered bonds of this series shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any registration of 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.

AND WHEREAS all acts and things necessary to make the bonds of the First 1991 Series, 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, as heretofore supplemented and amended, 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 or the Indenture as supple-

mented and amended, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$100,000,000 principal amount of bonds of the First 1991 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 Chemical Bank, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created, and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the States of Alabama and Georgia, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof:

## I.

## ELECTRIC GENERATING PLANTS

All improvements and additions to electric generating plants and stations of the Company made, constructed or otherwise 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 all power houses, buildings, reservoirs, dams, pipelines, flumes, structures and works, and the land on which the same are situated, and all water rights, and all other lands and easements, rights of way, permits, privileges, towers, poles, wires, machinery, equipment, appliances, appurtenances and supplies, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such plants and stations or any of them, or adjacent thereto, including the following described property located in the State of Alabama:

A. Additional Lands for the Gadsden Steam Plant located as follows:

Additional land for meteorological site in Etowah County, Alabama as described in deed dated June 21, 1989 from Woodrow G. Johnson and wife, Rebecca P. Johnson to Alabama Power Company recorded in Deed Book 1631, Pages 141-142 in the Probate Office of Etowah County, Alabama.

B. Additional Lands for Monitoring Stations located as follows:

1. Barry Steam Plant Ambient Monitoring Station site in Section 12 (Spanish 43), Township 1 North, Range 1 West in Mobile County, Alabama as described in deed dated June 11, 1986 from Tensaw Land and Timber Company, Inc. to Alabama Power Company, recorded in RP 2935, Page 284 in the Probate Office of Mobile County, Alabama.

2. Greene County SO Monitoring Station site in Section 24, Township 19 North, Range 2 East, Greene County, Alabama as described in deed dated December 30, 1988 from Leola Coats et. al., to Alabama Power Company, recorded in Deed Book 111, Pages 248-250 in the Probate Office of Greene County, Alabama.

**C. Additional Lands Acquired For Subsidence located as follows:**

1. Goodsprings Land Subsidence in Walker County, Alabama as described in deed dated June 2, 1988 from Della Pate, et. al. to Alabama Power Company, recorded in Deed Book 1314, Page 524 in the Probate Office of Walker County, Alabama.

2. Goodsprings Land Subsidence in Walker County, Alabama as described in deed dated August 5, 1988 from Katie Morrow Jones and husband, Buddy Jones to Alabama Power Company, recorded Deed Book 1317, Page 332 in the Probate Office of Walker County, Alabama.

3. Goodsprings Land Subsidence in Walker County, Alabama as described in deed dated September 30, 1988 from Donald E. Morrow, et. al., to Alabama Power Company, recorded in Deed Book 1242, Page 487 in the Probate Office of Walker County, Alabama.

**D. Additional Lands for Baldwin County Plant Site located as follows:**

1. In Section 4, Township 3 South, Range 2 East in Baldwin County, Alabama as described in deed dated December 31, 1986 from Tolbert M. and Mary J. Brantley to Alabama Power Company recorded in Deed Book 273, Page 613 in the Probate Office of Baldwin County, Alabama.

**E. Additional Combustion Turbine Land located as follows:**

1. Anniston Combustion Turbine Site located in Sections 4, 5, 8 and 9, Township 17 South, Range 7 East, Talladega County, Alabama as described in deed dated August 3, 1990, from Clarence W. Daugette, III, Forney R. Daugette, and William J. Calvert, III as successor Co-Trustees of the Annie R. Daugette Estate to Alabama

Power Company, recorded in Deed Book 0590, Pages 0695-0698 in the Probate Office of Talladega County, Alabama.

## II.

## ELECTRIC TRANSMISSION LINES

All the electric transmission lines of the Company made, constructed, or otherwise 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 towers, poles, pole lines, wires, switches, 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; 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, including lines in the State of Alabama connecting the points indicated as follows:

## 115 KV, 161 KV AND 230 KV TRANSMISSION LINES

<u>Line</u>	<u>Length In Miles</u>
Cahaba Heights-Inverness 115 KV T.L. ....	.19
Chickasaw-Scott Paper Company 115 KV T.L. ....	.42
Crooked Creek-Anniston 115 KV T.L. ....	.03
Dog River-Navco 115 KV T.L. ....	.10
Drummond Coal Company #2 (Short Creek) 115 KV T.L. ....	.14
East Birmingham-Clairmont 115 KV T.L. ....	.17
Hammermill T.L. Riverdale Plant 115 KV T.L. ....	.98
Industrial Water Board of Birmingham 115 KV T.L. ...	.94

<u>Line</u>	<u>Length In Miles</u>
Jim Walters Resources 115 KV T.L. ....	1.63
Naheola-Butler 115 KV T.L. ....	.10
Nauvoo 161 KV T.L. ....	.16
North Mobile-Skyland 115 KV T.L. ....	.10
Providence D.S. 115 KV T.L. ....	.70
Reynolds Wood Product 115KV T.L. ....	.03
Salco D.S. 115 KV T.L. ....	1.07
Valleydale-Chace Lake-Hoover 115 KV T.L. ....	.09
West Montgomery T.S. 115 KV T.L. ....	9.76
Cedar Cove-Brookwood 115 KV T.L. ....	9.29
Fairfield-Bessemer 115 KV T.L. ....	.16
Fulton Springs-Cullman 115 KV T.L. ....	.19
Joy Manufacturing Co. 115 KV T.L. (Guy Rights) ....	.01
Knauf-Huguley 115 KV T.L. ....	.27
Lenlock D.S.-Ft. McClellan 115 KV T.L. (Guy Rights) ....	.01
Montgomery-Tallasee 115 KV T.L. ....	.32
North Mobile-Blakeley Island 115 KV T.L. ....	.23
North River Energy #2, 161 KV T.L. ....	1.30
Oakman T.S.-Jasper T.S. 161 KV T.L. ....	9.87
Rucker Boulevard D.S. 115 KV T.L. ....	2.30
A. J. Taft Coal Company 161 KV T.L. ....	.03
West Point T.S.-Knauf-Huguley 115 KV T.L. ....	.36
State Capitol D.S. 115 KV T.L. ....	1.09
Michael Boulevard-Cottage Hills D.S. 115 KV T.L. ....	.09
Oxford D.S. 115 KV T.L. ....	2.01
Russell Corporation #8, 115 KV T.L. ....	.08
Cahaba Heights-Inverness 115 KV T.L. ....	.77
Knauf-West Point Manufacturing Company 115 KV T.L. ....	1.56
Orchard-Wheelerville 115 KV T.L. ....	.02
Drummond Coal Company-Beltona Mine 115 KV T.L. ....	4.23
Chace Lake-Valleydale 115 KV T.L. ....	.04
Gunter Air Force Base 115 KV T.L. ....	1.37
City of Evergreen 115 KV T.L. ....	3.40

<u>Line</u>	<u>Length in Miles</u>
Stafford Road D.S. 115 KV T.L. ....	3.64
Brompton D.S. 115 KV T.L. ....	2.04
Jim Walters #7-McAdory D.S. 115 KV T.L. ....	.75
South Phenix City D.S. 115 KV T.L. ....	1.66
Ketona-Center Point 115 KV T.L. (Guy Rights) ....	.01
Black Warrior Mineral 115 KV T.L. ....	.03
Wire Road 115 KV T.L. ....	3.86
Meadows Crossroads D.S.-Stafford Road D.S. 115 KV T.L. ....	4.64
West Talladega D.S. 115 KV T.L. ....	.11
Seale Road D.S.-Ft. Mitchell 44/115 KV T.L. ....	3.45
Alabama Ductile Casting Company 115 KV T.L. ....	2.27
Pratt City-South Park 115 KV T.L. ....	.46
Loch Haven D.S. 115 KV T.L. ....	.13
Phil Campbell D.S. 161 KV T.L. ....	4.77
Miller Steam Plant-North Helena T.S. 230 KV T.L. ....	35.04
Virginia Mines D.S. 115 KV T.L. ....	4.99
Bay Minette 115 KV T.L. ....	.75
Carter Hill Road 115 KV T.L. (Guy Rights) ....	.01
Greenbrier D.S. 115 KV T.L. ....	.23
Gorgas-Bessemer 44/115 KV T.L. ....	1.35
Airport D.S. 115 KV T.L. ....	1.90
Lay Dam-Sylacauga 115 KV T.L. ....	.52
Lay Dam-Sylacauga 115 KV T.L./Georgia Marble 44 KV T.L. ....	.04
Prattmont-Jackson Lake 115 KV T.L. ....	.47
South Phenix City D.S. 115 KV T.L. ....	1.66
Teveco 115 KV T.L. ....	.84
Magella-Vestavia 115 KV T.L. ....	1.13
Wire Road D.S. 115 KV T.L. (Addition) ....	3.86
Alabama Silicon Corporation 115 KV T.L. ....	.32
Virginia Mines D.S. 115 KV T.L. (Addition) ....	.04
Winfield-Hamilton 161 KV T.L. ....	.33
North Helena-Green Valley 115 KV T.L. ....	2.93

<u>Line</u>	<u>Length In Miles</u>
<b>44 KV TRANSMISSION LINES</b>	
Anniston Central D.S. 44 KV T.L. ....	.01
Anniston-Piedmont Relocation 44 KV T.L. ....	.35
Black Warrior EMC-Melvin 44 KV T.L. ....	.21
Central Alabama Electric Coop 44 KV T.L. ....	.12
Emelle D.S. 44 KV T.L. ....	3.30
Ethelsville D.S. Relocation 44 KV T.L. ....	.43
Gateway Malls, Inc. 44 KV T.L. ....	4.76
Haleyville-Cottonmill 44 KV T.L. ....	.11
Jacksonville T.S.-Jacksonville D.S. 44 KV T.L. ....	.12
Leeds-Jackson Shoals 44 KV T.L. ....	.28
North Enterprise D.S. Unit #2, 44 KV T.L. ....	.21
Speigner 44 KV T.L. ....	.33
Georgia Pacific Co. 44 KV T.L. ....	1.28
Seaman Timber Company 44 KV T.L. ....	1.72
Sylacauga-Alex City 44 KV T.L. ....	.33
Vida-North Montgomery 44 KV T.L. ....	.19
Wehadkee Yarn Mills 44 KV T.L. ....	.04
West Point-Pepperell #2 44 KV T.L. ....	.78
Woodward Iron Tap Relocation 44 KV T.L. ....	.31
Coker Chip Mill 44 KV T.L. ....	.93
Alexander City-North Auburn 44 KV T.L. ....	.35
AEC-Clayton 44 KV T.L. ....	.01
Demopolis-Linden 44 KV T.L. ....	.77
Tallapoosa River Coop 44 KV T.L. ....	1.40
Gateway Malls, Inc. 44 KV T.L. (Addition) ....	1.99
Vulcan Materials Company 44 KV T.L. ....	.08
Faunsdale-Newbern-Greensboro 44 KV T.L. ....	.32
Russell Corporation-Coosa Plant Sub #7, 44 KV T.L. ....	.09
Drummond Coal Company-Chetopa #1 44 KV T.L. ....	.06
Marion County Venture 44 KV T.L. ....	.62
Engineering Industries, Inc. 44 KV T.L. ....	.10
Jackson Shoals-Roanoke 44 KV T.L. ....	.06
Belcher Forest Products 44 KV T.L. ....	.61



<u>Line</u>	<u>Length in Miles</u>
North Auburn-Notasulga 44 KV T.L.....	.02
Russell Coal Company-Coal Creek 44 KV T.L. ....	1.27
Flomaton-Monroeville 44 KV T.L. ....	.12
Avondale Mills #2, 44 KV T.L.....	.19
Guin-Hamilton 44 KV T.L. ....	.23
Birmingham Chips, Inc. 44 KV T.L. ....	1.34
Cardiff-Blossburg 44 KV T.L. ....	.29
Jasper-Carbon Hill-Brilliant .....	2.66
Russell Mills #9, 44 KV T.L. ....	.13
South Tuscaloosa T.S.-15th Street, 44 KV T.L. ....	.02
Anniston-Piedmont 44 KV T.L.....	.02
Cook's Station 44 KV T.L.....	.16
Avondale Mills-Bon Air 44 KV T.L.....	.13
Gulf States Paper Chip Mill 44 KV T.L. ....	.63
Southeast Wood Treating 44 KV T.L. ....	.09
McEntyre Lumber Company 44 KV T.L. ....	.03
B. F. Goodrich 44 KV T.L. ....	.10
Scott Davis Lumber Company 44 KV T.L. ....	1.27
Black Warrior EMC-Greensboro #2, 44 KV T.L. ....	.28
Bickerstaff Clay Products Plant #6, 44 KV T.L. ....	.27
AMBA-Piedmont #3, 44 KV T.L.....	.66
Hayes Structural, Inc. 44 KV T.L.....	.06
Blocton D.S. 44 KV T.L. ....	1.68
Cooper Chip Mill 44 KV T.L. ....	1.24
Dravo Lime Company #2, 44 KV T.L. ....	.39
Auburn University 44 KV T.L. ....	.11
Blocton D.S.-East Centreville 44 KV T.L. ....	7.81
Gadsden #1 & #2 44 KV Feeders .....	.04
University 44 KV T.L. ....	.22
Gateway Malls, Inc. 44 KV T.L. (Addition) .....	1.60

## III.

## ELECTRIC DISTRIBUTION SYSTEMS

All electric distribution systems of the Company made, constructed or otherwise 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 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, including systems or extensions of systems in or near the towns, cities and communities in the State of Alabama named in the following tabulation, and franchises granted by the governing bodies of such cities and towns on the dates indicated and under which such systems are or may be operated:

<u>City or Town</u>	<u>Date</u>
Argo .....	December 13, 1987
Bessemer .....	April 15, 1990
Jonesboro .....	August 21, 1986
Birmingham .....	November 22, 1986
Birmingham .....	May 18, 1987
Birmingham .....	September 30, 1990
Coosada .....	August 1, 1990
Dauphin Island .....	July 25, 1988
Eufaula .....	August 18, 1964
Florala .....	July 24, 1986
Hueytown .....	August 8, 1990

<u>City or Town</u>	<u>Date</u>
Lisman .....	August 13, 1990
Lowndesboro .....	December 7, 1986
Montgomery .....	March 17, 1990
Montgomery .....	August 5, 1990
Montgomery .....	September 15, 1990
Valley .....	October 2, 1988
Yellow Bluff .....	December 11, 1988

## IV.

**SUBSTATIONS, REGULATING STATIONS,  
SWITCHING STATIONS,  
SECTIONALIZING SWITCHES AND SITES**

All the substations and switching stations of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, for transforming, regulating, converting or distributing or otherwise regulating electric current at any of its plants and elsewhere, together with all buildings, transformers, wires, insulators and other appliances and equipment, and all other property, real or personal in connection with, any of such substations and switching stations, or adjacent thereto, or sites therefor, including the following property located in the State of Alabama:

1. McNeil District Substation in Jefferson County, Alabama as described in deed dated April 9, 1986 from Thomas G. Wesson, Jr., Executor of the Estate of Grace Phillips Foster, deceased, to Alabama Power Company recorded in Real 599, Page 619 in the Probate Office of Jefferson County, Alabama.
2. Bellamy Switching Station — additional land in Sumter County, Alabama as described in deed dated July 8, 1987 from Delaney Development, Inc. to Alabama Power Company, recorded in Deed Book Volume 159, Page 477 in the Probate Office of Sumter County, Alabama.
3. Old Fort Road District Substation in Lowndes County, Alabama as described in deed dated July 30, 1987 from Cross-

road Land Company, Inc. to Alabama Power Company recorded in Deed Book Volume 4-G, Page 107 in the Probate Office of Lowndes County, Alabama.

4. State Capitol District Substation in Montgomery County, Alabama as described in deed dated May 27, 1988 from James G. Hawthorne, Jr. to Alabama Power Company, recorded in Deed Book 957, Page 90 in the Probate Office of Montgomery County, Alabama.

5. Mitylene District Substation in Montgomery County, Alabama as described in deed dated July 6, 1988 from University Square, a General Partnership, to Alabama Power Company, recorded in Deed Book 964, Page 426 in the Probate Office of Montgomery County, Alabama.

6. Blue Lake District Substation in Jefferson County, Alabama as described in perpetual Easement dated March 25, 1988 from Water Works and Sewer Board of the City of Birmingham to Alabama Power Company, recorded in Deed Book 3371, Page 626 in the Probate Office of Jefferson County, Alabama.

7. Centerville Transmission Substation in Bibb County, Alabama as described in deed dated September 27, 1988 from Gulf States Paper Corporation to Alabama Power Company, recorded in Deed Book 126, Page 231 in the Probate Office of Bibb County, Alabama.

8. Brompton District Substation in St. Clair County, Alabama as described in deed dated July 15, 1988 from J. David Courson, et al. to Alabama Power Company, recorded in Deed Book 169, Pages 192-193 in the Probate Office of St. Clair County, Alabama.

9. Sunny Eve District Substation in Calhoun County, Alabama as described in deed dated October 19, 1988 from Calhoun County Economic Development Council to Alabama Power Company recorded in Deed Book 1742, Pages 396-398 in the Probate Office of Calhoun County, Alabama.

10. Shoal Valley District Substation in St. Clair County, Alabama as described in deed dated May 13, 1988 from Linda F. Stewart and husband, Arthur Stewart to Alabama Power Company, recorded in Deed Book 168, Pages 197-198 in the Probate Office of St. Clair County, Alabama.

11. Well Road District Substation in Montgomery County, Alabama as described in deed dated October 20, 1988 from W. F. Joseph, Jr. and M. T. Dawson, Jr. as Co-Trustees to Alabama Power Company recorded in Deed Book 985, Pages 920-921 in the Probate Office of St. Clair County, Alabama.

12. Beaverton District Substation in Lamar County, Alabama as described in deed dated February 13, 1989 from Howard Colter, et. al. to Alabama Power Company, recorded in Fiche 89-18, Frame 89-18 in the Probate Office of Lamar County, Alabama.

13. Crawford Meadows Switching Station in Russell County, Alabama as described in deed dated April 5, 1989 from Marshall M. Burke and wife, Eldona S. Burke to Alabama Power Company, recorded in Deed Book 695, Pages 252-254 in Probate Office of Russell County, Alabama.

14. Phil Campbell District Substation — Additional Land in Franklin County, Alabama as described in deed dated April 24, 1989 from Frank Stidham and wife, Virginia Stidham to Alabama Power Company, recorded in Deed Book 236, Pages 900-901 in the Probate Office of Franklin County, Alabama.

15. South Vernon District Substation in Lamar County, Alabama as described in deed dated March 17, 1989 from Howard F. Loftis and wife, Sarah G. Loftis, to Alabama Power Company recorded on Fiche 89-25, Frame B-1 — B-2 in Probate Office of Lamar County, Alabama.

16. Eufaula Transmission Substation — Additional Land in Barbour County, Alabama as described in deed dated February 9, 1990 from Collier H. Hatfield, a single man, to Alabama Power Company, recorded in Deed Book 125, Pages 738-739 in the Probate Office of Barbour County, Alabama.

17. South Goodwater District Substation in Coosa County, Alabama as described in deed dated November 28, 1988 from John James and wife, Diane T. James, to Alabama Power Company, recorded in Deed Book 84, Pages 586-587 in the Probate Office of Coosa County, Alabama.

18. South Goodwater District Substation in Coosa County, Alabama as described in deed dated October 23, 1989 from Alabama Property Company to Alabama Power Company, re-

corded in Deed Book 0087, Pages 212-213 in the Probate Office of Coosa County, Alabama.

19. Wetumpka District Substation in Elmore County, Alabama as described in deed dated April 19, 1989 from Madora S. Walker, a widow, to Alabama Power Company, recorded in Roll 88, Frames 001405-001406 in the Probate Office of Elmore County, Alabama.

20. West Talladega District Substation in Talladega County, Alabama as described in deed dated May 11, 1989 from Alabama Institute for the Deaf and Blind to Alabama Power Company, recorded in Deed Book 0575, Pages 0710-0712 in the Probate Office of Talladega County, Alabama.

21. Bellwood District Substation in Montgomery County, Alabama as described in deed dated November 15, 1988 from Colonial Properties, Inc. to Alabama Power Company, recorded in RLPY 0990, Page 0765 in the Probate Office of Montgomery County, Alabama.

22. Indian Springs School District Substation — Additional Land in Shelby County, Alabama as described in deed dated August 18, 1989 from Joseph D. King and wife, Bobbie Rae King to Alabama Power Company recorded in Deed Book 254, Pages 419-420 in the Probate Office of Shelby County, Alabama.

23. Indian Springs School District Substation — Additional Land in Shelby County, Alabama as described in deed dated November 6, 1989 from Charles N. Thornton and wife, Alice P. Thornton, to Alabama Power Company, recorded in Deed Book 265, Pages 890-892 in the Probate Office of Shelby County, Alabama.

24. South Phenix City District Substation in Russell County, Alabama as described in deed dated December 8, 1988 from The City of Phenix City, Alabama to Alabama Power Company, recorded in Deed Book 689, Pages 82-86 in the Probate Office of Russell County, Alabama.

25. State Docks Road District Substation in Barbour County, Alabama as described in deed dated May 1, 1990 from Alabama State Docks Department to Alabama Power Company,

recorded in Deed Book E-127, Pages 533-535 in the Probate Office of Barbour County, Alabama.

26. South Glencoe District Substation in Etowah County, Alabama as described in deed dated May 29, 1990 from Mary East Wells, an unmarried woman, to Alabama Power Company, recorded in Deed Book 1681, Page 220 in the Probate Office of Etowah County, Alabama.

27. Schillinger Road District Substation in Mobile County, Alabama as described in deed dated April 9, 1988 from S. A. McGinnis, a married man, to Alabama Power Company, recorded in Deed Book 3256, Pages 904-905 in the Probate Office of Mobile County, Alabama.

#### V.

#### TELEPHONE PROPERTIES

All telephone lines, systems, properties, plants and equipment of the Company made, constructed, or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture used or available for use in the operation of its properties, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such telephone properties or any of them, or adjacent thereto; together with all real estate, rights of way, easements, permits, privileges, franchises, property, devices or rights related to the dispatch, transmission, reception or reproduction of messages, communications, intelligence, signals, light, vision or sound by electricity, wire or otherwise, including all telephone equipment installed in buildings used as general and divisional offices, substations and generating stations and all telephone lines erected on towers and poles, including the following property located in the State of Alabama and in or near the cities, towns and communities named:

1. Fiber Optics Repeater Station in Randolph County, Alabama as described in deed dated August 6, 1986 from Bertha Lee McCain, a widow to Alabama Power Company recorded in



Deed Book 143, Pages 515-516 in the Probate Office of Randolph County, Alabama.

2. Bald Knob Mountain Microwave Station — Additional Lane in Elmore County, Alabama as described in deed dated August 7, 1986 from Tullis L. Lanier, Sr., unmarried man, to Alabama Power Company recorded on Role 56, Frame 000567 in the Probate Office of Elmore County, Alabama..

3. Piedmont Microwave Station in Calhoun County, Alabama as described in deed dated April 19, 1988 from Farmers and Merchants Bank to Alabama Power Company, recorded in Deed Book 1719, Page 473 in the Probate Office of Calhoun County, Alabama.

4. Ishkooda Red Mountain Microwave Station in Jefferson County, Alabama as described in deed dated May 10, 1990 from Ronnie C. Morrison and wife, Sandra B. Morrison to Alabama Power Company, recorded in Deed Book 789, Pages 794-795 in the Probate Office of Jefferson County, Alabama.

5. Walnut Hill Regenerating in Tallapoosa County, Alabama as described in deed dated May 24, 1990 from Roy L. Moore and wife, Charlene H. Moore to Alabama Power Company, recorded on Card 061890 in the Probate Office of Tallapoosa County, Alabama.

6. Santuck Repeater Station in Elmore County, Alabama as described in deed dated May 26, 1990 from Mary Ehrma Macon Roberts and William L. Roberts to Alabama Power Company, recorded on Roll 101, Frame 002037 in the Probate Office of Elmore County, Alabama.

## VI.

### OTHER REAL PROPERTY

All other real property of the Company acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, and all interests therein, of every nature and description wherever located,



including the following described property located in the State of Alabama:

A. Additional Lands for Rother L. Harris Hydro Project located as follows:

1. In Section 16 and Section 21, Township 19 South, Range 10 East, Randolph County Alabama as described in deed dated October 7, 1988 from William Lyons and wife, Minnie Lyons to Alabama Power Company, recorded in Deed Book 152, Pages 301-302 in the Probate Office of Randolph County, Alabama.

2. In Section 11, Township 19 South, Range 11 East, Randolph County, Alabama as described in deed dated October 22 and 24, 1988 from E. R. Stephenson, et. al. to Alabama Power Company, recorded in Deed Book 152, Pages 298-300 and 303-306 in the Probate Office of Randolph County, Alabama.

3. In Section 30, Township 20 South, Range 10 East, Randolph County, Alabama as described in deed dated November 17, 1988 from Mickey Morris, et. al. to Alabama Power Company, recorded in Deed Book 152, Pages 485-486 in the Probate Office of Randolph County, Alabama.

4. In Section 32, Township 20 South, Range 10 East, Randolph County, Alabama as described in deed dated November 17, 1988 from Otis M. Morris, Sr. and wife, Darlene Morris to Alabama Power Company, recorded in Deed Book 152, Pages 487-488 in the Probate Office of Randolph County, Alabama.

5. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama as described in deed dated December 19, 1988 from Delmer L. Bolt and wife, Ruth A. Bolt to Alabama Power Company, recorded in Deed Book 153, Pages 253-256 in the Probate Office of Randolph County, Alabama.

6. In Section 21, Township 19 South, Range 10 East, Randolph County, Alabama as described in deed dated November 17, 1988 from O. M. Morris and wife, Darlene Morris to Alabama Power Company, recorded in Deed Book

152, Pages 483-484 in the Probate Office of Randolph County, Alabama.

7. In Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, Township 1 South, Range 6 East, Jackson County, Alabama as described in deed dated September 15, 1988 from Hol-lan M. Ware, a single man, to Alabama Power Company, recorded in Deed Book 88, Pages 11821-11827 in the Pro-bate Office of Jackson County, Alabama.

B. Lands for the Blount Mountain Pumped Storage Hydro Project Site located as follows:

1. In Section 14, Township 14 South, Range 2 East, St. Clair County, Alabama as described in deed dated August 28, 1990, from Aubrey Washington and wife, Ruth Washington to Alabama Power Company, recorded in Deed Book 187, Pages 241-242 in the Probate Office of St. Clair County, Alabama.

2. In Sections 15, 19, 21, 22, 27, 28 and 29, Township 14 South, Range 2 East, St. Clair County, Alabama as de-scribed in deed dated October 31, 1990 from John M. Harbert, III, and wife, Marguerite J. Harbert to Alabama Power Company, recorded in Deed Book 189, Pages 052-056 in the Probate Office of St. Clair County, Alabama.

C. Additional Lands for Yates-Thurlow Dam located as follows:

1. Boat Launch Facility in Elmore County, Alabama as described in a deed of correction dated May 4, 1990 from Rodney M. Griffith and wife, Carmen O. Griffith to Alabama Power Company recorded on Roll 101, Frame 001724-001725 in the Probate Office of Elmore County, Alabama.

D. Lands for the Chandler Mountain Pumped Storage Hydro Project site located as follows:

1. In Section 25, Township 12 South, Range 4 East, St. Clair County, Alabama, as described in deed dated October 28, 1986, from Louise S. Gross, Attorney in Fact for Fannie Lee Bomar to Alabama Power Company re-

corded in Deed Book 158, Pages 39-40, in the Probate Office of St. Clair County, Alabama.

2. In Section 23 and Section 24, Township 12 South, Range 4 East, Etowah County, Alabama and in Section 23 and Section 26, Township 12 South, Range 4 East St. Clair County, Alabama as described in deed dated October 27, 1987 from Jewel S. and Paul E. Hairs to Alabama Power Company, recorded in Deed Book 1531, Pages 235-236 in the Probate Office of Etowah County, Alabama and Volume 164, Page 41 in the Probate Office of St. Clair County, Alabama.

3. In Section 21, Township 12 South, Range 4 East St. Clair County, Alabama as described in deed dated November 17, 1987 from R. L. Robinson and wife, Lillian B. Robinson to Alabama Power Company, recorded in Deed Book 164, Pages 310-311 in the Probate Office of St. Clair County, Alabama.

4. In Sections 22 and 23, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated December 3, 1987 from Ronnie A. Warren and wife Patricia G. Warren to Alabama Power Company, recorded in Deed Book 165, Page 89 in the Probate Office of St. Clair County, Alabama.

5. In Section 21, Township 21 South, Range 4 East, St. Clair County, Alabama as described in deed dated January 21, 1988 from Ann H. Campbell to Alabama Power Company, recorded in Deed Book 166, Page 77 in the Probate Office of St. Clair County, Alabama.

6. In Section 27, Township 12 South, Range 4 East St. Clair County, Alabama as described in deed dated February 9, 1988 from Guy F. Bynum, et. al. to Alabama Power Company, recorded in Deed Book 166, Page 176 in the Probate Office of St. Clair County, Alabama.

7. In Section 26, Township 12 South, Range 4 East St. Clair County, Alabama as described in deed dated February 17, 1988 from Mary F. Hollingsworth, et. al. to Alabama Power Company, recorded in Deed Book 167, Page 103 in the Probate Office of St. Clair County, Alabama.

8. In Section 14, Township 12 South, Range 4 East Etowah County, Alabama as described in deed dated February 17, 1988 from Mertie E. Lutes to Alabama Power Company, recorded in Deed Book 1551, Page 263 in the Probate Office of Etowah County, Alabama.

9. In Section 22, Township 12 South, Range 4 East, St. Clair County Alabama as described in deed dated October 20, 1987 from Harold H. Sharpton, et. al. to Alabama Power Company, recorded in Deed Book 163, Page 308 in the Probate Office of St. Clair County, Alabama.

10. In Section 27 and Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated June 1, 1988 from Troy Trombone Dillard, et. al. to Alabama Power Company recorded in Deed Book 168, Page 333 in the Probate Office of St. Clair County, Alabama.

11. In Section 33, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated September 7, 1988 from Ken Dunlap, et. al. to Alabama Power Company, recorded in Deed Book 171, Pages 03-04 in Probate Office of St. Clair County, Alabama.

12. In Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated February 14, 1989 from Mamie L. Dillard to Alabama Power Company, recorded in Deed Book 173, Pages 340-341 in the Probate Office of St. Clair County, Alabama.

13. In Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated March 6, 1989 from Carl B. Westerdahl and wife Dorothy M. Westerdahl to Alabama Power Company, recorded in Deed Book 174, Pages 235-236 in the Probate Office of St. Clair County, Alabama.

14. In Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated March 6, 1989 from Marilyn T. Reeneman, et. al. to Alabama Power Company, recorded in Deed Book 174, Pages 133-134 in the Probate Office of St. Clair County, Alabama.

15. In Section 27, Township 12 South, Range 4 East St. Clair County, Alabama as described in deed dated March 6,

1989 from Bessie Pearl Edmondson, a widow, to Alabama Power Company, recorded in Deed Book 174, Pages 127-128 in the Probate Office of St. Clair County, Alabama.

16. In Section 34, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated March 6, 1989 from Arthur L. Edmondson and wife Patricia S. Edmondson to Alabama Power Company, recorded in Deed Book 174, Pages 139-140 in the Probate Office of St. Clair County, Alabama.

17. In Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated March 10, 1989 from Warren N. O'Shields and wife Margaret C. O'Shields to Alabama Power Company, recorded in Deed Book 174, Pages 241-242 in the Probate Office of St. Clair County, Alabama.

18. In Section 28, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated June 8, 1989 from Georgia Ann Edmondson Land, a single woman, to Alabama Power Company, recorded in Deed Book 176, Pages 159-161 in the Probate Office of St. Clair County, Alabama.

19. In Sections 19 and 20, Township 15 North, Range 9 East, Dallas County, Alabama as described in deed dated June 19, 1989 from The Federal Land Bank of Jackson to Alabama Power Company, recorded in Deed Book 1046, Pages 858-862 in the Probate Office of Dallas County, Alabama.

20. In Section 27, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated June 30, 1989 from John T. McCurry and wife Candy McCurry to Alabama Power Company, recorded in Deed Book 0177, Pages 129-130 in the Probate Office of St. Clair County, Alabama.

21. In Sections 15 and 16, Township 12 South, Range 4 East, Etowah County, Alabama and in Section 14, 15 and 22, Township 12 South, Range 4 East, St. Clair County, Alabama as described in deed dated April 5, 1990 from Alabama Property Company to Alabama Power Company,

recorded in Deed Book 1684, Pages 145-148 in the Probate Office of Etowah County and Deed Book 0187, Pages 0176-0179, in the Probate Office of St. Clair County, Alabama.

E. Additional Lands for the Birmingham General Office located as follows:

1. Corporate Headquarters Additional Land — Fleet Operations in Jefferson County, Alabama as described in deed dated December 1, 1989 from Clarence Allen, a married man to Alabama Power Company, recorded in Deed Book 3772, pages 310-311 in the Probate Office of Jefferson County, Alabama.

2. Corporate Headquarters Additional Land — Fleet Operations in Jefferson County, Alabama as described in deed dated February 20, 1990 from William R. Sears, an unmarried man, to Alabama Power Company, recorded in Deed Book 3772, Pages 308-309 in the Probate Office of Jefferson County, Alabama.

3. Corporate Headquarters Additional Land — Fleet Operations in Jefferson County, Alabama as described in deed dated February 23, 1990 from Rosalie Allen, a widow, to Alabama Power Company, recorded in Deed Book 3772, Pages 321-322 in the Probate Office of Jefferson County, Alabama.

4. Corporate Headquarters Additional Land — Fleet Operations in Jefferson County, Alabama as described in deed dated February 23, 1990 from Sarah D. Beaumont, a widow, to Alabama Power Company, recorded in Deed Book 3772, Pages 366-367 in the Probate Office of Jefferson County, Alabama.

5. Corporate Headquarters Additional Land — Fleet Operations in Jefferson County, Alabama as described in deed dated April 13, 1990 from Purity Holiness Church of God, Inc. to Alabama Power Company, recorded in Deed Book 3801, Pages 340-341 in the Probate Office of Jefferson County, Alabama.



**F. Lands for Additional Office Sites and Crew Headquarters located as follows:**

1. Atmore District Office Site in Escambia County, Alabama as described in deed dated May 30, 1986 from Hugo Leon Esnuel and wife, Annie Jo Esnuel, to Alabama Power Company recorded in Deed Book 453, Pages 910-911 in the Probate Office of Escambia County, Alabama.

2. Birmingham Division Crew Headquarters Complex site in Jefferson County, Alabama as described in deed dated July 8, 1986 from Dewayne N. Morris and wife, Jo T. Morris to Alabama Power Company recorded in Real 2941, Page 892 in the Probate Office of Jefferson County, Alabama.

3. Camden Local Office Site in Wilcox County, Alabama, as described in deed dated July 21, 1986 from L. Y. Sadler, Jr. and wife, Martha H. Sadler, to Alabama Power Company recorded in Deed Book 8M, Pages 186-187 in the Probate Office of Wilcox County, Alabama.

4. Birmingham Division Crew Headquarters Complex site in Jefferson County, Alabama as described in deed dated July 28, 1986 from Wimberly Miree, a widower; and R. R. Miree and wife, Sarah K. Miree, to Alabama Power Company recorded in Real 2955, Page 790 in the Probate Office of Jefferson County, Alabama.

5. Michigan Avenue Crew Headquarters Additional Land in Mobile County, Alabama as described in deed dated September 30, 1986 from First Step Investment Venture to Alabama Power Company recorded in RP 2986, Pages 341-347 in the Probate Office of Mobile County, Alabama.

6. Florala Local Office Site in Covington County, Alabama as described in deed dated October 24, 1986 from James R. Caldwell and wife, Louise E. Caldwell, to Alabama Power Company recorded in Deed Book 782, Pages 466-467 in the Probate Office of Covington County, Alabama.

7. Florala Local Office Site in Covington County, Alabama as described in deed dated October 28, 1986 from James F. Andrews, et al. to Alabama Power Company

recorded in Deed Book 783, Pages 183-185 in the Probate Office of Covington County, Alabama.

8. Michigan Avenue Crew Headquarters Additional Land in Mobile County, Alabama as described in deed dated October 28, 1986 from Jerome Jackson to Alabama Power Company recorded in RP 3000, Pages 341-343 in the Probate Office of Mobile County, Alabama.

9. Michigan Avenue Crew Headquarters Additional Land in Mobile County, Alabama as described in deed dated November 17, 1986 from Helen Busch Taylor, et al. to Alabama Power Company recorded in RP 3000, Pages 836-840 in the Probate Office of Mobile County, Alabama.

10. Citronelle Local Office Site as described in deed dated December 23, 1986 from Johnnie Anderson Shows and wife, Mary Alice, to Alabama Power Company recorded in RP 3028, Page 001 in the Probate Office of Mobile County, Alabama.

11. Atmore District Office Site in Escambia County, Alabama as described in deed dated December 26, 1986 from Hugo Leon Esnuel and wife, Annie Jo Esnuel, to Alabama Power Company recorded in Deed Book 459, Pages 77-78, in the Probate Office of Escambia County, Alabama.

12. Ashford Local Office Building and Site in Houston County, Alabama as described in deed dated December 30, 1986 from Louise R. Baxter, a widow, to Alabama Power Company recorded in Deed Book 340, Pages 345-348, in the Probate Office of Houston County, Alabama.

13. Leeds Local Office Building and Site in Jefferson County, Alabama as described in deed dated December 31, 1986 from J. R. Brunson and wife, Mamie A. Brunson, to Alabama Power Company recorded in Real-8082, Pages 848-850, in the Probate Office of Jefferson County, Alabama.

14. Pell City Office Site in St. Clair County, Alabama as described in deed dated October 9, 1987 from John Annesley DeGaris, Jr. and wife, Lena Kate DeGaris to Alabama Power Company, recorded in Deed Book Vol-



ume 161, Page 17 in the Probate Office of St. Clair County, Alabama.

15. Haleyville Local Office Site in Winston County, Alabama as described in deed dated October 12, 1987 from Robert F. Blake, et al. to Alabama Power Company, recorded in Deed Book 183, Page 466 in the Probate Office of Winston County, Alabama.

16. Pritchard Local Office and Site in Mobile County, Alabama as described in deed dated December 22, 1987 from Trustees of Woodmen of the World Lodge #384 to Alabama Power Company, recorded in Deed Book 3205, Page 724 in the Probate Office of Mobile County, Alabama.

17. Roanoke District Office Site in Randolph County, Alabama as described in deed dated February 19, 1987 from Willie B. Hunter, Executrix of the J. S. Hunter Estate, et al. to Alabama Power Company, recorded in Deed Book 147, Page 219 in the Probate Office of Randolph County, Alabama.

18. Pelham Crew Headquarters Additional Land in Shelby County, Alabama as described in deed dated December 1, 1988 from Southeast Electric Service, Inc. to Alabama Power Company, recorded in Deed Book 215, Pages 976-980 in the Probate Office of Shelby County, Alabama.

19. Bay Minette Local Office Site in Baldwin County, Alabama as described in deed dated July 12, 1988 from Richard M. Jenkins and Shirley A. Jenkins a/b/a J & J Investments, an Alabama General Partnership, to Alabama Power Company, recorded in Deed Book 325, Pages 1667-1669 in the Probate Office of Baldwin County, Alabama.

20. Atmore District Office Additional Land in Escambia County, Alabama as described in deed dated July 13, 1988 from Burton L. Smith, Jr. to Alabama Power Company, recorded in Deed Book 473, Pages 328-329 in the Probate Office of Escambia County, Alabama.

21. Atmore District Office Additional Land in Escambia County, Alabama as described in deed dated December 29, 1988 from William Gail Smith, Sr. and wife, Ruby M. Smith to Alabama Power Company, recorded in Deed Book

477, Pages 817-819 in the Probate Office of Escambia County, Alabama.

22. Dadeville Subdistrict Office Site in Tallapoosa County, Alabama as described in deed dated December 14, 1989 from Robert W. Bartel and wife, Frances M. Bartel to Alabama Power Company, recorded on Card 058853 in the Probate Office of Tallapoosa County, Alabama.

23. Parrish Local Office Site in Walker County, Alabama as described in deed dated December 29, 1989 from Elizabeth W. Brakefield, a widow; individually and as executrix of the Estate of William Lacy Brakefield, Jr.; Lack Brakefield III; Ann B. Trotter and Dina B. Sparks to Alabama Power Company, recorded in Deed Book 1242, Pages 643-645 in the Probate Office of Parrish County, Alabama.

24. West Jefferson District Office Site in Jefferson County, Alabama as described in deed dated February 6, 1990 from Pascal E. Ray and wife, Agnes O. Ray to Alabama Power Company, recorded in Deed Book 777, Pages 598-599 in the Probate Office of Jefferson County, Alabama.

25. West Jefferson District Office Site in Jefferson County, Alabama as described in deed dated February 6, 1990 from Johnnie L. Corretti to Alabama Power Company, recorded in Deed Book 777, Pages 600-601 in the Probate Office of Jefferson County, Alabama.

26. Ozark Office Site in Dale County, Alabama as described in deed dated April 27, 1990 from SouthTrust Bank of Dothan, N.A. to Alabama Power Company, recorded in Deed Book 157, Pages 363-364 in the Probate Office of Dale County, Alabama.

27. Ozark Office Site in Dale County, Alabama as described in deed dated April 27, 1990 from Joaquin R. Reyes and wife, Anna Reyes to Alabama Power Company, recorded in Deed Book 157, Pages 349-350 in the Probate Office of Dale County, Alabama.

28. West Jefferson District Office site in Jefferson County, Alabama as described in deed dated May 22, 1990,

from Johnnie L. Corretti, as Attorney in Fact for Phyllis C. Smith and Melanie C. Rasberry to Alabama Power Company, recorded in Real 791, Page 001 in the Probate Office of Jefferson County, Alabama.

29. Columbiana District Office Site in Shelby County, Alabama as described in deed dated May 25, 1990 from Columbiana Properties, Ltd. to Alabama Power Company, recorded in Deed Book 293, Pages 144-145 in the Probate Office of Shelby County, Alabama.

G. Lands for Gauging Stations located as follows:

1. Crudup HDAS Gauging Station site in Section 6, Township South, Range 6 East, Etowah County, Alabama, as described in deed dated October 7, 1986, from J. W. Moon and wife, Louise B. Moon, to Alabama Power Company, recorded in Deed Book 1465, Pages 297-298, in the Probate Office of Etowah County, Alabama.

2. Vincent HDAS Gauging Station site in Section 24, Township 18 South, Range 2 East, Shelby County, Alabama as described in deed dated December 16, 1986 from Frank H. Lowe and wife, Martha P. Lowe, to Alabama Power Company, recorded in Deed Book 105, Pages 320-321 in the Probate Office of Shelby County, Alabama.

3. Rockford HDAS Gauging Station site in Section 4, Township 22 North, Range 18 East in Coosa County, Alabama as described in deed dated September 13, 1987 from Am South Bank as Trustee and Andrew F. Millican, an individual to Alabama Power Company, recorded in Deed Book 82, Page 617 in the Probate Office of Coosa County, Alabama.

4. Alpine HDAS Gauging Station site in Section 27, Township 19 South, Range 4 East, Talladega County, Alabama as described in deed dated August 11, 1987 from William W. Ray, et. al., to Alabama Power Company recorded in Deed Book 551, Page 534 in the Probate Office of Lemar County, Alabama.

5. Arkadelphia HDAS Gauging Station site in Section 35, Township 13 South, Range 4 West Blount County, Alabama as described in deed dated June 22, 1988 from

Thelma Self, et. al. to Alabama Power Company, recorded in Deed Book 327, Page 082 in the Probate Office of Blount County, Alabama.

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

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

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, 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 thereof, 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, acquired by the Company after the execution and delivery of the Indenture 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 expressed in the Indenture, as supplemented and amended, and it is hereby agreed as follows:

SECTION 1. There is hereby created a series of bonds designated as hereinbefore set forth (said bonds being sometimes hereinafter referred to as the "bonds of 1991 (First Series)"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of 1991 (First Series) shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series may be issued only as registered bonds without coupons. Bonds of 1991 (First Series) shall be in such denominations as the Board of Directors shall approve, and the execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds of 1991 (First Series) shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of 1991 (First Series), until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semiannually on May 1 and November 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of 1991 (First Series) shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

The transfer of the bonds of 1991 (First Series) may be registered at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at such other office or agency of the Company as the Company may from time to time designate. Bonds of 1991 (First Series) shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such bonds at said principal office of the Trustee, or at such other office or agency of the Company as the Company may from time to time designate. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any registration of 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.

The person in whose name any bond of 1991 (First Series) is registered at the close of business on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any registration of transfer or exchange thereof subsequent to the record date and prior to such interest payment date, except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such bond (or any bond or bonds issued, directly or after intermediate transactions, upon registration of transfer or exchange or in substitution thereof) is registered on a subsequent record date for such payment established as hereinafter provided. A subsequent record date may be established by the Company by notice mailed to the holders of bonds not less than ten



days preceding such record date, which record date shall be not less than five nor more than thirty days prior to the subsequent interest payment date. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the April 15 or October 15, as the case may be, next preceding such interest payment date, or, if such April 15 or October 15 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, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

Except as provided in this Section, every bond of 1991 (First Series) shall be dated and shall bear interest as provided in Section 2.03 of the Indenture; provided, however, that, so long as there is no existing default in the payment of interest on such bonds, the holder of any bond authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall not be entitled to the payment of the interest due on such interest payment date and shall have no claim against the Company with respect thereto; provided, further, that, if and to the extent the Company shall default in the payment of the interest due on such interest payment date, then any such bond shall bear interest from the May 1 or November 1, as the case may be, next preceding the date of such bond, to which interest has been paid or, if the Company shall be in default with respect to the interest due on November 1, 1991, then from May 1, 1991.

Any or all of the bonds of 1991 (First 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 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,

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together (a), if redeemed otherwise than by the operation of Section 7.07 of the Indenture, of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any other Supplemental Indenture and otherwise than by the use of proceeds of released property, as defined in the Indenture, with a regular redemption premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth, provided, however, that none of the bonds of 1991 (First Series) shall be so redeemed prior to May 1, 1996, if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than the cost per annum appearing in the form of bond hereinbefore set forth, and (b), if redeemed by the operation of Section 7.07 of the Indenture, of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any other Supplemental Indenture or by the use of proceeds of released property, as defined in the Indenture, either (i) with a special redemption premium, if any, equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth or (ii) if no special redemption premium is so set forth, then without premium.

SECTION 2. The Company covenants that, so long as any bonds of 1991 (First Series) shall be outstanding under the Indenture, it will on or before June 1 in each year commencing with June 1, 1992:

(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 1991 (First 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 1991 (First 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.

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, 1992, so long as any bonds of 1991 (First Series) are outstanding under the Indenture, the Company shall 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 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) or to satisfy any replacement deficit pursuant to Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981.

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.

The Company covenants that it will not, in any calendar year prior to 1996, redeem any bonds of 1991 (First Series) through the operation of this Section or the improvement fund provisions of any other Supplemental Indenture in a principal amount which would exceed the improvement fund requirement for such year provided for in this Section.

SECTION 3. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of October 1, 1981, shall remain in full force and effect so long as any bonds of 1991 (First Series) shall be outstanding under the Indenture.

The Company covenants that it will not, in any calendar year, redeem any bonds of 1991 (First Series) through the operation of Section 7.07 of the Indenture, Section 3 of the Supplemental Indenture dated as of May 1, 1957, Section 4 of the Supplemental Indenture dated as of October 1, 1981 or this Section in a principal amount which would exceed one per centum (1%) of the aggregate principal

amount of bonds of 1991 (First Series) initially authenticated and delivered under this Supplemental Indenture.

**SECTION 4.** The Company covenants that, so long as any bonds of 1991 (First Series) shall be outstanding under the Indenture, it will not, after March 31, 1991 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 common stock of the Company, or purchase or otherwise acquire, or permit a subsidiary to purchase or otherwise acquire, for a consideration any shares of common stock of the Company, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of common stock of the Company after March 31, 1991 shall exceed:

(i) the earned surplus of the Company accumulated after March 31, 1991 (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 applicable to the period prior to April 1, 1991 including charges for write-offs or write-downs of book values of assets owned by the Company on March 31, 1991), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1991 in an amount not exceeding \$270,000,000, 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, 1991 there shall be

deducted the dividends accruing subsequent to March 31, 1991 on preferred stock of the Company and the total amount, if any, by which the charges to income or earned surplus since March 31, 1991 as provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than the sum of the amounts equal to the product of the applicable percentage (as defined in Section 4 of the Supplemental Indenture dated as of October 1, 1981) and the mathematical average of the amounts of depreciable property (as defined in said Section 4) at the opening of business on the first day and at the close of business on the last day of each calendar year (and, proportionately, of each period of months which is less than a calendar year) subsequent to March 31, 1991 included in the period for which earned surplus is being determined; provided, however, that, so long as any bonds of any series created prior to September 1, 1981 are outstanding under the Indenture, if the total amount, if any, by which the aggregate of the charges to income or earned surplus since March 31, 1991 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 15% of the gross operating revenues derived by the Company subsequent to March 31, 1991 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, is greater than such amount, then the amount to be deducted in determining earned surplus shall be such greater amount. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

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

SECTION 7. The Trustee assumes 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 Alabama 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 Chemical Bank, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Senior Trust Officers and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Trust Officers, in several counterparts, all as of the day and year first above written.

ALABAMA POWER COMPANY,

By William J. Hutchens, Jr.  
Vice President.

Attest:

Carl P. Beatty  
Secretary.

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Signed, sealed and delivered this  
20th day of May, 1991  
by ALABAMA POWER COMPANY  
in the presence of

Elizabeth D. McNeil  
Patricia B. Sutherland



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CHEMICAL BANK,

By

*[Signature]*  
Vice President.

Attest:

*[Signature]*  
Assistant Trust Officer.

Signed, sealed and delivered  
this 21st day of May, 1991 by  
CHEMICAL BANK in the  
presence of

*[Signature]*  
*[Signature]*

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STATE OF ALABAMA } ss.:  
COUNTY OF JEFFERSON

I, SHIRLEY A. THOMAS, a Notary Public in and for said county, in said State, hereby certify that WILLIAM B. HUTCHINS, III, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, he, as such officer and with full authority, executed the same voluntarily for and as the Act of said corporation. Given under my hand and seal of office this 20th day of May, 1991.

*Shirley A. Thomas*

SHIRLEY A. THOMAS

MY COMMISSION EXPIRES AUGUST 15, 1993

STATE OF ALABAMA } ss.:  
COUNTY OF JEFFERSON

On the 20th day of May, in the year one thousand nine hundred and ninety-one, before me personally came WILLIAM B. HUTCHINS, III, to me known, who, being by me duly sworn, did depose and say that he resides at 1620 Colesbury Circle, Birmingham, Alabama 35226; that he is a Vice President of ALABAMA 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.

*Shirley A. Thomas*

SHIRLEY A. THOMAS

MY COMMISSION EXPIRES AUGUST 15, 1993

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

I, FRANK S. FECZKO

, a Notary Public in and for said county, in said State, hereby certify that T. J. FOLEY, whose name as Vice President of CHEMICAL BANK, a corporation, is signed to the foregoing indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, he, as such officer and with full authority, executed the same voluntarily for and as the Act of said corporation. Given under my hand and seal of office this 21st day of May, 1991.

*Frank S. Fezko*

FRANK S. FECZKO  
Notary Public, State of New York  
No. [REDACTED]  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires June 2, 1992

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

On the 21st day of May, in the year one thousand nine hundred and ninety-one, before me personally came T. J. FOLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 94 South Fourth Street, Bethpage, N.Y. 11714; that he is a Vice President of CHEMICAL 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 authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

*Frank S. Fezko*

FRANK S. FECZKO  
Notary Public, State of New York  
No. [REDACTED]  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires June 2, 1992

STATE OF ALABAMA  
WALKER COUNTY

} ss.:

I, STANLEY A. WADE, Judge of Probate of Walker County, hereby certify that the foregoing supplemental indenture has been filed for record in this office and simultaneously therewith a privilege tax of \$150,000 was paid, being the privilege tax required by Code of Alabama 1975, Section 40-22-2, on additional indebtedness of \$100,000,000 incurred under the indenture dated as of January 1, 1942, referred to in said supplemental indenture, which was first filed for record in this office.

This July 1, 1991

*Stanley A. Wade*  
Judge of Probate

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1. Bond Tax	_____	_____
2. Mfg Tax	_____	_____
3. Recording Fee	_____	_____
4. Indexing Fee	_____	_____
5. No Tax Fee	_____	_____
6. Certified Fee	_____	_____
Total	_____	152.50

*Pin Walker Co*  
RECEIVED  
JULY 9 1991

91 JUL -9 PM 1:17

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

