

consent of the Trustee as provided in the Indenture; and any attempt on the part of Lessee to do any of the aforesaid without the prior written consent of the Trustee shall be of no force or effect.

#### ARTICLE XXIV

##### Particular Covenants

Section 24.01. The Lessee will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of Lessee, in accordance with generally accepted principles of accounting consistently applied, and will furnish to the Trustee, to Henderson, Few & Co., Atlanta, Georgia and to any requesting holder or holders of 10% or more in principal amount of the Bonds, as soon as practicable, and in any event within 120 days after the end of each fiscal year, consolidated balance sheets as of the end of such year, and consolidated statements of income for the year then ended, of Lessee and its Subsidiaries, and also consolidating statements if requested, setting forth in each case in comparative form the corresponding figures of the previous annual audit, each in reasonable detail and accompanied by a report or opinion of independent public accountants of recognized standing selected by the Lessee.

Section 24.02. Maintenance of Working Capital. Lessee and its Subsidiaries will at all times maintain their Consolidated Current Assets in an amount at least equal to 150% of their Consolidated Current Liabilities.

Section 24.03. Maintenance of Net Worth. The Lessee and its subsidiaries will maintain a Consolidated Net Worth of not less than \$35,000,000 while any Bond Indebtedness of Lessor shall remain outstanding.

Section 24.04. Definitions of Accounting Terms. For all purposes of this Article XXIV, unless the context otherwise requires:

(a) The term "Indebtedness" with respect to any corporation shall mean and include all items which in accordance with generally accepted accounting principles would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date of which indebtedness is to be determined, in any event including, without limitation, obligations secured by any mortgage, pledge or lien existing on property owned subject to such mortgage, pledge or lien, whether or not the obligations secured thereby shall have been assumed.

(b) The terms, "Current Liabilities" and "Consolidated Current Liabilities" with respect to any corporation and its Subsidiaries, shall include as of the date of determination thereof and, in the case of Consolidated Current Liabilities, after eliminating intercompany items, all Indebtedness maturing on demand or within one year after the date as of which