

Trustee under the Indenture or any supplement thereto, may be made without its written consent; and provided that the bondholders shall have no power to (a) extend the maturity of any Bonds, or reduce the rate of interest thereon, or otherwise modify the terms of payment of the principal (other than a modification of the sinking fund provisions) or interest, without the consent of the holder of each Bond so affected, or (b) effect a reduction of the percentage required for any action authorized to be taken by the bondholders.

If an event of default, as defined in the Indenture, shall occur, the principal sum of the Bonds may be declared or may become due and payable, in the manner and with the effect in the Indenture provided.

This Bond is transferable by the registered holder in person or by duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, in the City of New York, State of New York, upon surrender and cancellation of this Bond as provided in the Indenture and upon payment of taxes as therein specified; and upon any such transfer a new registered Bond without coupons will be issued to the transferee.

The Bonds may be redeemed at the option of the Company, in part on any interest payment date, or as a whole at any time, upon at least 30 days' prior notice in case the redemption is to be on an interest payment date and upon at least 60 days' prior notice in case the redemption is to be on a date other than an interest payment date, at the following respective percentages of the principal amount thereof: to and including November 1, 1946 at 104 $\frac{1}{8}$ %; thereafter, to and including November 1, 1949 at 103 $\frac{1}{4}$ %; thereafter, to and including November 1, 1952 at 102 $\frac{1}{2}$ %; thereafter, to and including November 1, 1955 at 101 $\frac{5}{8}$ %; thereafter, to and including November 1, 1958 at 100 $\frac{7}{8}$ %; and thereafter, at 100%, in each case together with accrued interest to the date fixed for redemption; all as more fully provided in and subject to the provisions of the Indenture.

The Bonds may also be redeemed for the purposes of the sinking fund upon at least 30 days' prior notice on any May 1 at the following respective percentages of the principal amount thereof: to and including May 1, 1948 at 102 $\frac{1}{8}$ %; thereafter, to and including May 1, 1953 at 101 $\frac{3}{8}$ %; thereafter to and including May 1, 1958 at 100 $\frac{3}{4}$ %; and thereafter at 100%, in each case together with accrued interest to the date fixed for redemption; all as more fully provided in and subject to the provisions of the Indenture.

The coupon Bonds are issuable in the denomination of \$1,000. The registered Bonds without coupons may be of the denomination of \$1,000, or of such multiples of \$1,000 as the Board of Directors of the Company may by resolution from time to time authorize. The coupon Bonds and the registered Bonds without coupons and the several denominations of the registered Bonds without coupons are interchangeable upon presentation for that purpose and upon payment of taxes and charges, all as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium if any, or interest on this Bond, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether presently existing or hereafter arising, being, by the acceptance hereof, and as part of the consideration for the issue

hereof, expressly waived and released as provided in the Indenture.

This Bond shall not be valid or obligatory for any purpose, unless and until the certificate of authentication hereon shall have been executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed by its President or a Vice-President and the facsimile of its corporate seal hereon to be attested by its Secretary or an Assistant Secretary, and this Bond to be dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THE ATLANTA AND CHARLOTTE AIR LINE  
RAILWAY COMPANY,

By \_\_\_\_\_  
Vice-President.

Attest:

\_\_\_\_\_  
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE ON ALL BONDS]

This Bond is one of the Bonds described in the within mentioned Indenture.

CENTRAL HANOVER BANK AND TRUST COMPANY,  
*As Trustee.*

By \_\_\_\_\_  
*Authorized Officer.*

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises and of the acceptance and purchase of the Bonds by the holders thereof and of the sum of Ten Dollars (\$10) lawful money of the United States of America to the Company duly paid by the Trustee at the time of the delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium if any, and interest on all Bonds issued under this Indenture according to their tenor and effect, and to secure the performance of all the covenants and conditions herein contained, and in order to charge with such payment and with such performance the railroads, railroad property and appurtenances, rights, privileges, franchises and other properties hereinafter described, the Company has executed and delivered this Indenture and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, mortgaged, pledged, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Trustee, and to its successors in the trust and assigns, all the right, title and interest of the Company in and to all and singular the railroads, property and appurtenances, franchises, rights and privileges of the Company, more particularly hereinafter described, viz.:

I. (A) All and singular, the main lines of railroad owned by the Company extending from a point of connection with a line of railroad of Southern Railway Company in the City of Atlanta, Fulton County, Georgia, thence in a general northeasterly direction, in and through the Counties of Fulton, DeKalb, Gwin-