

circulation in the Borough of Manhattan, the City of New York, State of New York, and in one newspaper printed in the English language and customarily published on each business day and of general circulation in the City of Atlanta, State of Georgia. A copy of such notice shall also be mailed by the Trustee on or before the date of such publication to the registered holders of Bonds (including coupon Bonds registered as to principal) at their last addresses appearing upon the registry books.

SECTION 6. The Company shall use its best efforts to preserve all the rights and franchises to it granted and upon it conferred, and will, to the extent needful and proper for the efficient and economical operation of the properties of the Company, maintain, preserve and keep the mortgaged property in good repair, working order and condition, and, from time to time, to make all needful and proper repairs, renewals and replacements thereto.

SECTION 7. In case the Company shall create any other mortgage upon the railroads and property subject to the lien of this Indenture or any part thereof, such mortgage shall be and shall be expressed to be subject to the prior lien of this Indenture for the security of all Bonds then issued or thereafter to be issued hereunder.

SECTION 8. The Company will duly observe and perform its covenants and obligations contained in any writing executed by it as a supplement to this Indenture as herein authorized.

SECTION 9. The Company with all convenient speed will duly record, register and file and re-record, re-register and re-file this Indenture and every indenture supplemental hereto which hereafter may be executed as may be required by law in order to protect the lien hereof on the property covered hereby or intended so to be, and will pay any recording, registration or filing tax or fee legally due upon the recording of this Indenture or of any indenture supplemental hereto or due at any time upon or in connection with the issuance of the Bonds hereunder, and will make such statements and do such acts now or hereafter as are or shall be required by it to be made or done under any law affecting the recording hereof or of any supplemental indenture.

The Company will furnish to the Trustee, promptly after the execution and delivery of this Indenture, an opinion or opinions of its counsel (or of counsel for the Southern Company) stating that this Indenture has been properly recorded and filed so as to make effective the lien thereof, and reciting the details of such action. The Company will also furnish to the Trustee on or before November 1, 1944, and annually thereafter, an opinion or opinions of its counsel (or of counsel for the Southern Company so long as the Southern Company shall operate the properties of the Company) stating either that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording or re-filing of this Indenture or any supplement thereto as is necessary to keep effective the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to keep effective the lien of this Indenture or any supplement thereto. The Trustee shall be entitled conclusively to rely upon such opinions of counsel so furnished to the Trustee.

SECTION 10. In case any shares of stock, bonds, evidence of indebtedness or other securities are at any time hereafter pledged hereunder, the Company will join with the

Trustee in the execution of a supplemental indenture setting forth provisions for the control and release of such pledged securities in such form as may be satisfactory to the Trustee for the control and release of pledged securities under collateral indentures.

ARTICLE EIGHT.

Remedies of Trustee and Bondholders.

SECTION 1. The Company will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon or claim for interest on any of the Bonds hereby secured, and it will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or refunding said coupons or claims for interest or in any other manner. If the time for payment of any such coupon or claim for interest shall be so extended, such coupon or claim for interest shall not be entitled, in case of default hereunder, to the benefit of the security of this Indenture, except subject to the prior payment in full of the principal of all Bonds hereby secured and then outstanding and all coupons and claims for interest on such Bonds the payment of which shall not have been extended; provided, however, that the foregoing provisions of this Section shall not be applicable to any coupon or claim for interest the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of the Bonds secured hereby and then outstanding.

SECTION 2. If one or more of the following events, herein called events of default, shall happen, that is to say:

(a) If default shall be made in the payment of any installment of interest on any of the Bonds hereby secured when and as the same shall become payable, as therein expressed, and such default shall continue for sixty days; or

(b) If default shall be made in the payment of the principal of any of the Bonds hereby secured when the same shall become payable, whether at the maturity of said Bonds as therein expressed, or by redemption, declaration or otherwise as in this Indenture provided; or

(c) If default shall be made in the payment of any installment of the sinking fund provided in respect of the Bonds when and as the same shall become due and payable in accordance with the provisions of this Indenture, and such default shall continue for sixty days; or

(d) If default shall be made in the payment, observance or performance of any other of the covenants, conditions and agreements on the part of the Company, its successors or assigns, in the Bonds hereby secured or in this Indenture or any indenture supplemental hereto contained, and such default shall continue for ninety days (or in case of any default provided by a supplemental indenture for such time as may be specified therein) after written notice specifying such default shall have been given to the Company by the Trustee, which notice may be given by the Trustee in its discretion and shall be given on the