

Trustee until paid or disposed of conformably with the provisions of this Indenture.

SECTION 3. The Trustee or any successor Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company specifying a date when the resignation shall take effect and publishing notice thereof once a week for two successive weeks in one newspaper printed in the English language and customarily published on each business day and of general 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, and the resignation shall take effect on the date specified in the notice, unless previously a successor Trustee shall have been appointed by the bondholders or the Company as hereinafter provided, in which event the resignation shall take effect immediately upon the appointment of said Successor Trustee.

The Trustee or any successor Trustee may be removed at any time by the holders of two-thirds in principal amount of the Bonds hereby secured, then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized.

Any Trustee so removed shall be entitled to reasonable compensation, then accrued and unpaid, and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

For the purposes of this Section and of Section 4 of this Article, any Bonds which have been authenticated by the Trustee but never disposed of by the Company, or which, although disposed of by the Company, have been returned to or reacquired by it and are held in its treasury, shall not be deemed to be outstanding.

SECTION 4. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver of the Trustee or of any successor or of its property shall be appointed, or if any public officer in the exercise of his official powers shall take charge or control of the Trustee or of any successor or of its property or affairs, at any time within one year after the happening of any of said events, a successor hereunder may be appointed by the holders of a majority in principal amount of the Bonds then outstanding hereunder, by an instrument or concurrent instruments in writing signed and acknowledged by said bondholders or by their attorneys-in-fact duly authorized, and delivered to such new trustee hereunder, notification thereof being given to the Company and the predecessor trustee; *provided, however*, that until a new trustee shall be appointed hereunder by the bondholders as aforesaid the Company by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers may appoint a trustee hereunder to fill the vacancy. The Company shall publish notice of any such appointment by it made once in each week for two consecutive weeks in one newspaper printed in the English language and customarily published on each business day and of general 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. Any such new trustee appointed by the Company shall immediately and without further act be superseded by a trustee hereunder appointed by the bondholders as above provided.

Every trustee appointed in succession to the Trustee, or its successor in the trust, shall be a trust company or a

banking corporation in good standing and having a capital and surplus aggregating at least \$2,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within one year after the happening of any of the events set forth in the first paragraph of this Section, the holder of any Bond outstanding hereunder or any retiring trustee hereunder may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint a successor trustee.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee and also to the Company an instrument accepting the appointment hereunder, and thereupon said successor trustee without any further act, deed or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the retiring trustee shall nevertheless on the written request of the Company or of the successor trustee and upon payment of its unpaid compensation and expenses, if any, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in said successor trustee all the right, title and interest of such retiring trustee, in and to the mortgaged property and said rights, powers, trusts, duties and obligations; and the retiring trustee shall also upon like request and payment of its unpaid compensation and expenses, as aforesaid, pay over, assign and deliver to the successor trustee any money and other property subject to the lien of this Indenture. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to the new trustee said estates, rights, powers and duties, any and all said deeds, conveyances and instruments in writing shall on request of the successor trustee be executed, acknowledged and delivered by the Company.

SECTION 5. Any corporation into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor trustee under this Indenture without the execution or filing of any paper or the performance of any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE THIRTEEN.

Possession Until Default—Defeasance Clause.

SECTION 1. Unless and until (1) a receiver or a trustee shall have entered into possession of the trust estate or part thereof; (2) the Trustee shall have entered into possession of the trust estate or part thereof under the powers in this Indenture granted; or (3) some one or more of the events of default enumerated in Section 2 of Article Eight of this Indenture shall have happened and be continuing, the Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all of the trust