

In order to confirm of record the lien of this Indenture and to preserve and protect the rights of the bondholders hereunder, the supplemental indenture or indentures provided for in Section 1 of this Article shall be subject to the provisions of Section 9 of Article Seven hereof, and, if it does not contain an express grant by the successor corporation, as further security for all Bonds issued and to be issued hereunder, of all its property and franchises then owned and which it may thereafter acquire, shall contain:

(a) A grant by such successor corporation confirming the prior lien of this Indenture upon the trust estate and subjecting to the lien and operation hereof as a first lien, or as a lien subject to liens affecting the property and franchises of the Company prior to such consolidation, merger or conveyance: (1) all property acquired either in exchange for property released from the lien hereof or the acquisition or construction of which has been or shall be made the basis of the withdrawal of cash hereunder; (2) all betterments, extensions, improvements and additions of, to, upon and for the property, rights and franchises subject to the lien hereof; (3) all repairs, renewals, replacements, substitutions and alterations of, to, upon and for such property, rights and franchises; and (4) all property, rights and franchises which may be purchased, constructed or otherwise acquired pursuant to any covenant herein contained by such successor corporation from and after the date of such consolidation, merger or conveyance, as the case may be; and

(b) A covenant on the part of such successor corporation that all property and franchises thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the maintenance and upkeep of the trust estate, to the making of all needful and proper renewals, replacements, substitutions and alterations, and to the preservation and keeping in full effect of all rights, franchises and privileges, subject to the lien hereof, and of any other covenant herein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the prior lien of this Indenture; and

(c) A covenant by such successor corporation to keep the trust estate as far as practicable readily identifiable; and a stipulation that the Trustee shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights it would otherwise have.

SECTION 3. In case the Company or any successor corporation shall be consolidated or merged with or into, or shall make a conveyance to, any other corporation, as permitted and upon the terms provided in Section 1 of this Article, the corporation formed by or resulting from such consolidation or merger or to which such conveyance shall have been made, as aforesaid,—upon executing and delivering to the Trustee, and causing to be recorded, the supplemental indenture provided for in Section 1 of this Article,—shall succeed to and be substituted for the Company, with the same force and effect as if it had been named in, and had executed, this Indenture, as the party of the first part hereto, and shall have and possess and may exercise, subject to the terms and conditions of this Indenture and of any indentures supplemental hereto, each

and every power, authority and right herein reserved to or conferred upon the Company; and thereupon such successor corporation may cause to be signed and may issue, either in its own name or in the name of the party of the first part, and under the corporate seal of either the party of the first part or the successor corporation, any and all Bonds which shall not theretofore have been signed by the party of the first part and delivered to the Trustee; and the Trustee, upon the order of such successor corporation, in lieu of the party of the first part, and subject to all the terms, conditions and limitation in this Indenture and in any and all indentures supplemental hereto prescribed, shall authenticate any and all Bonds which shall have previously been signed and delivered by the party of the first part to the Trustee for authentication, and any Bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustee for such purpose, and deliver the same to such successor corporation or upon its order.

SECTION 4. All bonds issued by any such successor corporation shall in all respects have the same rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been actually issued at the date of the execution hereof. In case of any such consolidation, merger or conveyance, such changes in phraseology and form (but not in substance) may be made in the Bonds and coupons thereafter to be issued, as consequent upon such consolidation, merger or conveyance may be appropriate.

SECTION 5. For every purpose of this Indenture, including the execution, issue and use of any and all Bonds issued or issuable hereunder, the term "Company" includes and means not only the party of the first part, but also any such successor corporation upon compliance with the provisions of this Article. Any act or proceeding by any provision of this Indenture authorized, required or permitted to be done or performed by the stockholders or by any board or officer of the Company, shall and may be done and performed, with like force and effect, by the stockholders or by the like board or officer of a successor corporation, except, however, as limited by the provisions of Section 3 of this Article.

SECTION 6. Every supplemental indenture provided for in this Article shall be in form approved in and by an opinion of counsel (who may be counsel for the Company or the Southern Company) and the Trustee may accept the opinion of such counsel that the provisions and conditions of this Article have been complied with, as conclusive evidence thereof.

SECTION 7. The Company covenants and agrees that no consolidation or merger, nor any conveyance or lease of the trust estate as a whole or substantially as a whole, to which the Company or any successor corporation shall be a party, shall be made or effected unless the terms, covenants and conditions contained in this Article shall have been complied with and observed by the Company or the successor corporation, as the case may be.