

**ARTICLE FIFTEEN.****Concerning Southern Company.**

SECTION 1. In and by the aforesaid Second Supplemental Agreement dated November 1, 1943 between the Company and the Southern Company, modifying the Agreement dated March 26, 1881 between Richmond and Danville Railroad Company and the Company as previously modified by Supplemental Agreement dated June 30, 1914 between the Company and the Southern Company, the Company among other things, has covenanted and the Southern Company has consented that the Company may issue and sell its First Mortgage Bonds, due November 1, 1963, in the principal amount of \$15,000,000, bearing interest at a rate of not more than four per cent. (4%) per annum and may secure such bonds by a First Mortgage to be dated November 1, 1943 on all the railroad property of the Company (except equipment) to which mortgage and to the estate, rights and interests of the Trustee and bondholders thereunder, all rights of the Southern Company in or to the mortgaged premises are by said Second Supplemental Agreement dated November 1, 1943 made subordinate and inferior. The Southern Company has covenanted to pay to the Trustee as in said Second Supplemental Agreement provided sums of money equal to the semi-annual interest instalments upon all such Bonds of the Company from time to time outstanding and the annual sinking fund payments. The Southern Company in consideration of the acceptance by the Trustee of the trust hereby created and in consideration of the purchase of the First Mortgage Bonds by the bondholders hereby covenants with the Trustee for the benefit of the Trustee and the holders from time to time of said First Mortgage Bonds of the Company to make such semi-annual interest payments and such annual sinking fund payments to the Trustee in the manner and at the times in said Second Supplemental Agreement of November 1, 1943 provided.

The Company as further security for the Bonds issued under this Indenture does hereby assign to the Trustee all rights which it might have from time to time to receive said semi-annual interest and annual sinking fund payments to be made by the Southern Company under said Second Supplemental Agreement dated November 1, 1943 on account of interest on the Bonds secured by this Indenture from time to time outstanding.

The Southern Company hereby records its assent to the execution and delivery of this Indenture as being the First Mortgage of the Company contemplated to be made and executed pursuant to said Second Supplemental Agreement dated November 1, 1943 and being the First Mortgage to which all rights of the Southern Company in or to the mortgaged premises are by said Second Supplemental Agreement made subordinate and inferior; and hereby does consent and agree that the above referred to payments to be made by the Southern Company under said Second Supplemental Agreement, shall be paid to and may be collected by the Trustee under this Indenture.

Any and all such moneys so received by the Trustee from the Southern Company shall be held in trust and shall be applied by it to the payment of the interest from time to time payable on the Bonds hereby secured at the time outstanding or to the purposes of the sinking fund in the manner provided in and subject to the provisions of Article Six of this Indenture.

SECTION 2. Wherever in this Indenture any power is reserved to the Company, or any discretion or election is provided to be exercised by the Company, or any act is authorized by it to be done, it is expressly understood that such power or discretion or election or act is to be

exercised or done by the Company only by and with the consent of the Southern Company, so long as the agreement dated March 26, 1881, hereinbefore referred to or any modifications thereof, shall continue in force and effect and that any and all writings delivered to the Trustee by the Company preliminary or incident to any action to be taken by the Trustee upon the request of the Company, shall be approved by a writing signed by the President or a Vice-President or the Comptroller, General Auditor, Assistant General Auditor, or other principal accounting officer of the Southern Company.

For every purpose of this Indenture the term "Southern Company" includes and means not only the party of the third part, but also any successor corporation.

**ARTICLE SIXTEEN.****Miscellaneous Provisions.**

SECTION 1. Any moneys received by the Trustee or any paying agent under, or set aside by the Company to comply with, any provision of this Indenture shall be held in trust until paid or disposed of conformably with the provisions of this Indenture. Neither the Trustee nor any paying agent shall be under any liability for interest on any such moneys except such as during the period held it may agree with the Company to pay thereon.

Any such moneys which may remain unclaimed by the holders of Bonds or coupons respectively entitled thereto for six years after the date when all of the Bonds issued under this Indenture shall have become due either by their terms or by call for redemption shall be repaid by the Trustee or the paying agent, as the case may be, to the Company upon its request, and any liability of the Trustee or the paying agent with respect to such moneys shall cease upon such repayment, and the holders of said Bonds and coupons shall thereafter be entitled to look only to the Company as the holders of general claims for the payment thereof, subject to the applicable statute of limitations; *provided, however*, that the Trustee, before being required to make any such repayment, may, at the expense of the Company, cause notice that said moneys have not been claimed and that after a date specified therein any unclaimed balance of such moneys then remaining will be repaid to the Company, to be published once each week for four successive weeks in one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, City and State of New York, and in one daily newspaper printed in the English language and published and of general circulation in the City of Atlanta, Georgia.

SECTION 2. As used in this Indenture, except when otherwise indicated, the words "Trustee," or any other equivalent term, shall be held and construed to mean Central Hanover Bank and Trust Company or its successor for the time being in the trusts herein accepted by that corporation. The word "paying agent" shall be held and construed to mean the corporation, partnership or other person appointed by the Company to pay the principal of and interest upon the Bonds and any successor appointed by the Company for such purpose. The words "Bond," "bondholder" and "holder" shall include the plural as well as the singular number.

In no event shall the holders of such Bonds or coupons be entitled to interest upon moneys so deposited, whether remaining with the paying agent or Trustee or so repaid by it to the Company.

The terms "this Indenture" or "Indenture" shall mean this Indenture, either as originally executed or as the same may from time to time be supplemented, modified or