

The certificate or certificates to be delivered to the Trustee shall be signed by the President or a Vice-President, the Chief Engineer and also by the Comptroller, General Auditor, Assistant General Auditor or other principal accounting officer of the Company (or of the Southern Company so long as the Southern Company shall operate the properties of the Company), shall be dated not more than sixty days prior to the date of the application to the Trustee, and shall state:

(i) That moneys to an amount specified in said application of the Company have been actually expended for property acquired or for additions, betterments or improvements to the mortgaged property, describing briefly each particular purpose and specifying the amount of money actually expended for each of said stated purposes;

(ii) The cost and the then fair value of the property constructed or acquired;

(iii) That such certified expenditures have not been reimbursed or provided for out of the proceeds of insurance or insurance reserves or by the payment of deposited cash to the Company under any provision of this Indenture or under any provisions of any prior mortgage, or out of the proceeds of any prior debt;

(iv) That no part of such certified expenditures was or will be properly chargeable to the operating or maintenance expenses of the Company and that all of such expenditures are properly chargeable to capital account;

(v) That such expenditures have been made for acquisition of property or for the making of additions, betterments and improvements subsequent to December 31, 1942, and within five years of the date of such application; and

(vi) That the Company is not in default with respect to the performance or observance of any covenant or agreement in this Indenture.

SECTION 10. Any property or rights received by the Company in exchange or substitution for any property or rights released from the lien of this Indenture or which are made the basis of the withdrawal of deposited moneys shall be and become subject to this Indenture as fully as if specifically mortgaged hereby, but, if requested by the Trustee, the Company will convey the same to the Trustee, or declare the Trustee's interest therein, by appropriate deeds, assignments or declarations upon the trusts and for the purposes of this Indenture, and the Company shall furnish to the Trustee the written opinion of its counsel (or of counsel for the Southern Company so long as the Southern Company shall operate the properties of the Company) to the effect that such deeds, assignments or declarations are sufficient for that purpose, or in lieu of such instruments, the Company shall furnish a written opinion of such counsel that no such deeds, assignments or declarations are necessary for such purpose.

SECTION 11. The purchaser of any property released shall not be required to see to the application of the purchase money.

SECTION 12. In case the trust estate shall be in possession of a receiver or a trustee in bankruptcy or a trustee in reorganization proceedings, the powers conferred by this Article upon the Company may be exercised by the receiver or trustee, with the approval of the Trustee, and

if the Trustee shall be in possession of the trust estate under any provision of this Indenture, then all the powers by this Article conferred upon the Company may be exercised by the Trustee in its discretion. In case of the exercise of said powers by a receiver or trustee, such receiver or trustee shall deliver to the Trustee, in lieu of the resolutions, certificates and opinion by this Article required to be delivered to the Trustee by the Company, appropriate orders of court, certificates of such receiver or trustee and opinion of counsel of such receiver or trustee.

SECTION 13. Anything in this Article to the contrary notwithstanding, the Trustee may, but shall not be required to, release from the lien of this Indenture any property subject to the lien hereof as in and by this Article provided for, notwithstanding that at the time such release be requested, any of the events of default enumerated in Section 2 of Article Seven of this Indenture shall have happened and be continuing, but the provisions of this Section are not intended to limit or affect the provisions of Section 12 of this Article.

ARTICLE ELEVEN.

Concerning the Trustee.

SECTION 1. The Trustee accepts the trusts hereby created but only upon the following terms and conditions, to all of which the Company and all of the holders of the Bonds and coupons at any time outstanding, by their acceptance thereof agree:

(a) The recitals herein and in the Bonds contained shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the value or condition of the mortgaged property or any part thereof, or as to the security afforded thereby and hereby, or as to the validity of the lien of this Indenture or as to the validity of the Bonds issued hereunder, and the Trustee shall incur no responsibility in respect of any such matters.

(b) The Trustee shall be under no duty to file, register or record or cause to be filed, registered or recorded this Indenture, or any supplement thereto, as a mortgage, conveyance or transfer of real or personal property or otherwise or to refile, re-register or re-record or renew the same, and the holders of all the Bonds at any time issued and outstanding hereunder release the Trustee of and from its failure so to file, register or record or refile, re-register or re-record or renew this Indenture or any such supplement, and the bondholders shall rely solely upon the Company and not upon the Trustee for said filing or registering or recording or re-filing or re-registering or re-recording or renewing, and the Trustee shall be under no duty or obligation with respect thereto, except to receive and hold the opinion or opinions of counsel referred to in Section 9 of Article Six. The Trustee shall be under no duty to procure or renew nor be liable for any failure of the Company to procure or renew insurance or for the responsibility of insurers or for the failure of the Company to pay any tax or taxes with respect of the mortgaged property or any part thereof or otherwise, nor shall the Trustee be under any responsibility or duty with respect to any tax which may be assessed against it or