

the application, it shall not be liable for any action taken with due care and in good faith. The reasonable expense of every examination shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company upon demand, with interest at such rate or rates as may be agreed upon, but not exceeding the rate of six per cent. (6%) per annum, and until said repayment, shall be secured by a lien on the mortgaged property, and the proceeds thereof, prior to the lien of the Bonds issued hereunder.

(h) The Company covenants and agrees to pay to the Trustee from time to time on demand of the Trustee reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of the trustee of an express trust) for all services rendered by the Trustee hereunder and also all its reasonable expenses and counsel fees and other disbursements and those of its attorneys, agents and employees incurred in and by the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder. The Company also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises, unless held liable on the basis of negligence or bad faith. The Company further covenants and agrees to pay interest to the Trustee upon all amounts paid, advanced or disbursed by the Trustee for which it is entitled to reimbursement or indemnity as herein provided.

The Trustee shall have a lien on the trust estate and the proceeds thereof, prior to the lien of the Bonds, for all amounts agreed to be paid by, and for all obligations of, the Company under this clause (h).

(i) Whenever in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or Secretary or an Assistant Secretary of the Company and bearing the corporate seal of the Company and delivered to the Trustee, and said certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it in good faith in reliance thereon, but in its discretion the Trustee may in lieu thereof accept other evidence of the fact or matter or may require such further or additional evidence as may seem reasonable.

(j) The Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit, pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any such moneys during the period such moneys shall remain on deposit with it, except such interest as the Trustee may agree on with the Company.

(k) The Trustee or any company in or with which the Trustee may be interested or affiliated, or any officer or director or trustee or stockholder of the Trustee or of any such company, may acquire and

hold Bonds issued hereunder, or may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, and the Trustee may act as depositary, trustee, transfer agent, paying agent, registrar or agent for the Company or for any committee or other body, firm or corporation in respect of any bonds, notes, or other securities, whether or not issued pursuant hereto.

(l) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture, at the request or with the consent or approval (expressed or implied) of any person who at the time is the holder of any Bond secured hereby, shall be conclusive and binding upon all future holders of such Bond.

(m) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith, except for its own negligence or bad faith.

SECTION 2. Any moneys which at any time shall be deposited under this Indenture with the Trustee by or for the account of the Company shall be held in trust by the 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