

ers or registered owners of the Bonds and appurtenant coupons made at any bondholders' meeting and approved by resolution of the Board of Directors of the Company as aforesaid may be executed by the Trustee and the Company, and upon demand of the Trustee, or if so specified in any resolution adopted at any bondholders' meeting, shall be executed by the Company and the Trustee.

SECTION 10. Nothing in this Article shall be deemed to limit or restrict the provisions of Articles Three or Eight of this Indenture.

ARTICLE FIVE.

Redemption of Bonds.

SECTION 1. In case the Company shall desire to exercise the right to redeem and pay off all or any part of the Bonds on any interest payment date in accordance with the right reserved so to do, notice of redemption, either of all or any part of the Bonds, shall be given by the Company by publication 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, at least four times prior to the date fixed for such redemption, the first publication to be not less than thirty days prior to the date fixed for such redemption. A copy of such notice shall also be mailed by the Company at least thirty days before the date fixed for such redemption to the registered holders of Bonds (including coupon Bonds registered as to principal) called for redemption, at their last addresses appearing upon the bond registry books, but failure to give such notice by mailing shall not affect the validity of any proceedings for the redemption of Bonds.

In case the Company shall desire to exercise the right to redeem and pay off (but not part) of the Bonds on any date other than an interest payment date, notice of such redemption shall be given in the same manner as described in the preceding paragraph, except that the first publication of such notice, and the mailing of such notice, shall be not less than sixty days prior to the date fixed for such redemption.

In case the Company shall elect to redeem less than all of the Bonds then outstanding, it shall give the Trustee adequate written notice of the aggregate principal amount of Bonds to be redeemed, and thereupon the Trustee shall, not more than twenty days before the date of first publication of notice of redemption, draw by lot, in such manner as the Trustee may elect, from the numbers of the Bonds outstanding the distinguishing numbers of a principal amount of Bonds equal to such aggregate principal amount of Bonds to be redeemed, and shall thereafter notify the Company in writing of the numbers of Bonds so drawn. In the case of any registered Bonds without coupons which are to be redeemed in part only the notice of redemption shall specify the respective portions of the principal amount thereof to be redeemed and shall state that upon surrender of such registered Bonds for redemption new Bonds of an aggregate principal amount equal to the unredeemed portions of such registered Bonds will be issued in lieu thereof. In case there shall have been drawn for redemption as aforesaid part of any registered Bond without coupons the Company shall execute and the Trustee shall authenticate and de-

liver to the registered holder thereof or upon his order and at the expense of the Company a new Bond or Bonds for the unredeemed portion of the surrendered Bond.

SECTION 2. After the publication of the notice of redemption has been completed as above provided, the Bonds so called for redemption (including the designated portion of any registered Bonds without coupons, if any) shall become due and payable on the date and at the place in such notice specified, at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after such date of redemption (unless the Company shall make default in the payment of said Bonds at the redemption price or prices aforesaid, together with interest accrued to the date fixed for redemption) interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, and on presentation and surrender thereof at the place of payment and redemption in said notice specified with all unmatured coupons, if any, thereto appertaining, they shall be paid and redeemed by the Company at the applicable redemption price aforesaid, together with interest accrued to the date fixed for redemption. In case there shall not be presented with any coupon Bond called for redemption on an interest payment date the coupon for the interest maturing on such date, such Bond shall nevertheless be paid at the redemption price, and such interest shall be paid to the bearer of such coupon on presentation for payment. If Bonds called for redemption are not so paid and redeemed on presentation thereof, they shall continue to bear interest at the rate expressed therein until paid.

Whenever exercising its right of redemption, as provided for in this Article, the Company shall furnish to the Trustee a duly certified copy of a resolution of the Board of Directors of the Company providing for such redemption, specifying the principal amount of Bonds to be called for redemption.

SECTION 3. If the Company shall deposit in trust with the Trustee an amount in cash sufficient to redeem all of the Bonds called for redemption, and accrued interest, and shall furnish to the Trustee proof satisfactory to the Trustee that notice of redemption of such Bonds has been published as herein provided, or that arrangements have been made insuring to the satisfaction of the Trustee that all such publications of such notice will be made, then, the Bonds so called for redemption shall no longer be deemed to be outstanding hereunder for any purpose, except for the purpose of entitling the holders thereof to receive payment of the redemption price thereof, and accrued interest to the redemption date, and shall cease to be entitled to the security hereof, and such Bonds shall cease to bear interest after the redemption date and the coupons for interest appurtenant to such Bonds maturing subsequent to the redemption date shall be void. The Trustee shall hold the redemption moneys in trust for the holders of the Bonds called for redemption and shall pay the same or cause the same to be paid to such holders respectively upon presentation and surrender of such Bonds, with all coupons thereto attached maturing after the redemption date.

In any case where the redemption date shall be an interest payment date, the coupons maturing on the redemption date may be detached by the holders and presented for payment, and the Trustee shall apply the cash received by it for the payment of the accrued interest on the Bonds called for redemption to the payment of such coupons.