

executed pursuant to said Second Supplemental Agreement dated November 1, 1943 and being the Second 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.

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 FIFTEEN.

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 approved as provided in Section 2 of Article Fourteen, 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.

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.

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 The First National Bank of The City of New York 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.

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 amended by any supplemental indenture entered into pursuant to any of the provisions hereof.

Whenever in this Indenture a resolution of the Board of Directors of the Company is required, the Company shall deliver to the Trustee a writing setting forth a copy of such resolution, having appended thereto a certificate signed by the Secretary or an Assistant Secretary of the Company under its corporate seal, setting forth that such resolution was duly adopted. Every order, request, demand or other instrument of the Company required to be delivered to the Trustee preliminary to any action authorized to be taken by it thereon shall (unless otherwise permitted by this Indenture) be in writing and signed by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Company.

Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the parties hereto and the holders of the Bonds secured by this Indenture, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision herein contained; all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds hereby secured.

The First National Bank of The City of New York, party of the second part hereto, hereby accepts the trusts in this Indenture declared and provided and agrees to perform the same upon the terms and conditions herein set forth.

For the purpose of facilitating the recording of this Indenture, the same may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

This Indenture is dated, for convenience, November 1, 1943, although executed and delivered on the date of the acknowledgment hereof by the Trustee; and the same shall be effective from the date on which it is so executed and delivered.

IN WITNESS WHEREOF, The Atlanta and Charlotte Air Line Railway Company, party of the first part, The First National Bank of The City of New York, party of the second part, and Southern Railway Company, for the purpose by it declared in Article Fourteen of this Indenture, party of the third part, have, each and severally, caused this Indenture to be executed in its name and behalf, by its