

FILED  
SOUTH CAROLINA

1979

WATKINS

THIS INSTRUMENT PREPARED BY:  
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2700 First American Center  
Nashville, Tennessee 37238

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SIXTH SUPPLEMENTAL INDENTURE

(South Carolina)

SIXTH SUPPLEMENTAL INDENTURE, dated August 28, 1979, among VOLUNTEER CAPITAL CORPORATION, a Tennessee corporation (herein called the "Company"), COMMERCE UNION BANK, a banking corporation organized and existing under the laws of the State of Tennessee, as corporate trustee (together with each successor as such trustee hereunder, called the "Corporate Trustee"), and JOHN E. KRUEGER, as individual trustee (together with each successor as such trustee hereunder, called the "Individual Trustee");

W I T N E S S E T H:

WHEREAS, the Company heretofore executed and delivered to the Corporate Trustee and the Individual Trustee (hereinafter collectively called the "Trustees") a certain Indenture of Mortgage and Deed of Trust, dated as of July 1, 1979 (the "Original Indenture"), to secure an issue of Bonds of the Company in the manner and subject to the conditions set forth in the Original Indenture, which Original Indenture as supplemented by this Sixth Supplemental Indenture is hereinafter referred to as the "Indenture"; and this Sixth Supplemental Indenture is hereinafter referred to as the "Sixth Supplemental Indenture"; and

WHEREAS, Section 19.01 of the Original Indenture provides that the Company and the Trustees may, from time to time and at any time, enter into such indentures supplemental thereto as shall be deemed necessary or desirable for one or more purposes, including, among others, to subject to the Lien of the Indenture additional property; and

WHEREAS, as the basis for a withdrawal of Deposited Cash pursuant to Section 6.01 of the Original Indenture, the Company desires to subject certain Restaurant Properties to the Lien of the Indenture; and

WHEREAS, by Mortgage and First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, and Fourth Supplemental Indenture, the Company has previously subjected certain Restaurant Properties to the Lien of the Indenture; and

WHEREAS, the creation, execution and delivery of this Sixth Supplemental Indenture have in all respects been duly authorized, and all things necessary to subject the Restaurant Properties described herein and to the Lien of the Indenture have been done and performed; and

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