

Section 20.14. This Indenture is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument; provided, however, that each counterpart recorded in the State of Louisiana shall be deemed to be a separate mortgage complete in itself and affecting only the properties described in such counterpart, but securing the same indebtedness.

Section 20.15. This Indenture and each Bond issued hereunder shall be governed by substantive law of the State of Tennessee as to all matters affecting the duties, liabilities, privileges, rights and obligations of the Bondholders, the Company and the Trustees and any agents of the foregoing, including but not limited to matters of validity, construction, effect and performance.

ARTICLE 21.

Provisions with respect to Louisiana and Massachusetts.

Section 21.01. It is the intention and it is hereby agreed that, so far as concerns the portion of the Mortgaged and Pledged Property which may at any time be situated within the State of Louisiana, the general language of conveyance contained in this Indenture is intended and shall be construed as words of hypothecation and not of conveyance. Further, so far as the said Louisiana property is concerned, this Indenture shall be considered as an act of mortgage and pledge under the laws of the State of Louisiana, and each Trustee herein named is named as mortgagee and pledgee in trust for the benefit of itself, himself and themselves and of all present and future Holders of Bonds issued or to be issued hereunder, and each Trustee is irrevocably appointed special agent, attorney-in-fact and representative of the Holders of the Bonds issued or to be issued hereunder and vested with full power in their behalf to effect and enforce the mortgage and pledge hereby constituted for their benefit, or otherwise to act as provided for herein.

Section 21.02. It is the intention of the parties hereto and is hereby agreed that, to the extent this Indenture applies to the Mortgaged and Pledged Property which is situated in the Commonwealth of Massachusetts, this Indenture is intended to be, shall be construed as, and has the force and effect of, a Mortgage Deed granted with Mortgage Covenants and upon the Statutory Condition the breach of which shall entitle the Trustees to the Statutory Power of Sale, all as defined by applicable Massachusetts statute.

IN WITNESS WHEREOF, VOLUNTEER CAPITAL CORPORATION, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed by its Board Chairman, its President or one of its Vice Presidents, and attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and COMMERCE UNION BANK, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents and its corporate seal to be attested by one of its Assistant Secretaries, and JOHN E. KRUEGER, one of the parties hereto, has for all like purposes hereunto set his hand and affixed his seal, all in the city of Nashville, County of Davidson, Tennessee, on