

It is provided in the Indenture that Bonds of a denomination larger than \$1,000 may be redeemed in part (\$1,000 or an integral multiple thereof) and that upon any partial redemption of any such Bond the same shall be surrendered in exchange for one or more new Bonds for the unredeemed portion of principal.

Bonds (or portions thereof as aforesaid) for which redemption and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date fixed for redemption.

To the extent permitted by, and as provided in, the Indenture, the Company may, by entering into an indenture or indentures supplemental to the Indenture, modify, alter, add to or eliminate in any manner any provisions of the Indenture, or the rights of the Bondholders or the rights and obligations of the Company or the Trustees upon the consent, as in the Indenture provided, of the holders of not less than 66⅔% in principal amount of the Bonds then Outstanding. Notwithstanding the foregoing, no supplemental indenture shall, without the consent of the holder of each Outstanding Bond affected thereby, change the Stated Maturity of the principal of, or any instalment of interest on, any Bond, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon redemption thereof, permit (except as otherwise expressly provided in the Indenture) the creation of any mortgage or other lien ranking prior to or on a parity with the Lien of the Indenture, deprive the holder of any Bond of the Lien of the Indenture, reduce the percentage of the aggregate principal amount of Outstanding Bonds the consent of the holders of which is required for any supplemental indenture or for any waiver of compliance with certain provisions of the Indenture, or modify certain provisions of the Indenture relating to the foregoing.

If an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and all interest accrued on all the Bonds at any such time Outstanding under the Indenture may be declared, and upon such declaration shall become, immediately due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture. The Indenture provides that such declaration and its consequence may be waived by the holders of a majority in principal amount of the Bonds then Outstanding.

The Bonds are issuable as registered Bonds without coupons in denominations of \$1,000 and any integral multiple thereof. Subject to the provisions of the Indenture, the transfer of this Bond is registerable by the registered holder hereof, in person or by duly authorized attorney, at the corporate trust office of Commerce Union Bank, in the city of Nashville, Tennessee, on books of the Company to be kept for that purpose at said corporate trust offices, upon surrender for cancellation of this Bond and on presentation of a duly executed instrument of transfer, and thereupon a new fully registered Bond or Bonds, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others, may in like manner be exchanged for one or more new fully registered Bonds of other authorized denominations but of the same aggregate principal amount; all as