

This Bond shall be governed by the laws of the State of Tennessee as to all matters, including but not limited to matters of validity, construction, effect and performance.

[End of Form of Bond]

All acts and things necessary to make the Bonds, when executed by the Company and authenticated and delivered by the Corporate Trustee as provided in this Indenture, the valid, binding and legal obligations of the Company, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Bonds have in all respects been duly authorized, and the Company, in the exercise of the legal right and power in it vested, executes this Indenture and proposes to make, execute, issue and deliver the Bonds; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises, the acceptance by the Trustees of the trusts hereinunder, the purchase and acceptance of the Bonds by the Holders thereof, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest and any other sums payable on, the Bonds, according to their tenor and effect, and to declare the provisions upon and subject to which the Bonds are to be issued and secured, has executed and delivered this Indenture, and has Granted (or caused to be Granted) and by this Indenture does Grant unto the Trustees (but in the case of the Corporate Trustee, only to the extent of its legal qualification under the laws of the particular jurisdiction to receive and hold property located therein for the purposes hereof), and to their successors in the trusts hereunder and assigns forever, the following (including without limitation, in the case of any leases or other instruments, any and all rights thereunder or with respect thereto to make claim for, collect and receive any and all moneys receivable thereunder or with respect thereto and to bring Proceedings thereunder for the specific or other enforcement thereof or otherwise with respect thereto; provided, however, that no obligation thereunder shall be imposed upon the Trustees):

**GRANTING CLAUSE FIRST**

**INITIALLY DEPOSITED CASH**

The Deposited Cash delivered to the Corporate Trustee contemporaneously with the execution of this Indenture as referred to in Section 4.01 hereof.

0029

4328 RV-2