

Section 11.06. *Severability.* In case any one or more of the provisions contained in this Mortgage or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 11.07. *Compliance Certificate.* Upon any application or request by the Company to the Trustee to take any action under any of the provisions of this Mortgage, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent (including any covenant compliances with which constitutes a condition precedent) provided for in this Mortgage relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the case of any such application or request as to which the furnishing of such document is specifically required by any provision of this Mortgage relating to such particular application or request, no additional certificate or opinion need be furnished.

Each certificate or opinion provided for in this Mortgage and delivered to the Trustee with respect to compliances with a condition or covenant provided for in this Mortgage shall include a statement that the person making such certificate or opinion has read such covenant or condition; a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 11.08. *Notice.* Any notice to or demand upon the Trustee may be served or presented and such demand may be made

at the principal office of the Trustee at 30 Pine Street, New York, New York. Any notice to or demand upon the Company shall be deemed to have been sufficiently given or served for all purposes only by being deposited by registered or certified mail, postage prepaid, in a post office letter box addressed to the Company at its office at 111 Seventh Avenue North, Nashville 3, Tennessee, attention of its President, or to the Company at such other address as may be filed in writing by the Company with the Trustee.

Section 11.09. *Counterparts.* This Mortgage may be executed in any number of counterparts and 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 Mortgage. Any counterpart hereof which shall be recorded or filed for record in the appropriate office of any county or other comparable governmental subdivision need only include on Schedule A thereof a description of the properties mortgaged hereunder which are actually situated in such county or subdivision or in the State of which such county or subdivision is a part.

Section 11.10. *State Law.* The following provisions set forth in this section shall be applicable only as to the States specifically referred to in each subsection.

(a) As respects any Property situated in the State of Louisiana, it is the intention and it is the only object of this Mortgage that so far as concerns such mortgaged, pledged and assigned Property the general language of conveyance contained in this Mortgage is intended and shall be construed as words of hypothecation and not of conveyance; and that so far as said Louisiana Property is concerned, this Mortgage shall be considered as an act of Mortgage, Pledge and Assignment under the laws of the State of Louisiana, and shall be construed as importing a confession of judgment under the laws of the State of Louisiana by the Company in favor of the Trustee, and the Trustee herein named are named as mortgagee, pledgee and assignee, in trust for the benefit of themselves and of all present and future holders of Notes issued and to be issued hereunder, and are irrevocably appointed special