

instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by duly authorized attorney, provided, however, that no such registration of transfer shall be made except as may be required to realize upon the Bonds of Series Z as security under and in accordance with the terms of the Pledge Agreement or otherwise as permitted by the Pledge Agreement. No service charge will be made for any such registration of transfer or exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

After any registration of transfer of Bonds of Series Z (i) the Corporate Trustee shall, if acting as registrar for the Bonds of Series Z, promptly give written notice of such registration of transfer to the Company, and (ii) the Company shall not register the transfer of any Bond of Series Z during the period of 15 days prior to any Interest Payment Date.

SECTION 1.04. Pending the preparation of definitive Bonds of Series Z, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series Z in temporary form as provided in Section 1.10 of the Indenture.

## ARTICLE II

### ISSUE OF BONDS OF SERIES Z

Bonds of Series Z in the principal amount of \$6,300,000 shall be executed, authenticated and delivered promptly after the execution of this First Supplemental Indenture in accordance with the provisions of Article Two of the Indenture.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

SECTION 3.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this First Supplemental Indenture; and the Indenture, as supplemented by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.