

any Executing Company the Trustee shall deliver to such Company cancelled Bonds and coupons executed by such Company held by the Trustee. With the consent of any Executing Company the Trustee may cremate cancelled Bonds and coupons executed by such Company and deliver a certificate of cremation to such Company.

ARTICLE THREE

Issue of Bonds

§ 3.01. The Bonds which may be issued and outstanding hereunder are unlimited as to aggregate principal amount; provided, however, that the Companies reserve the right to execute with the Trustee supplemental indentures limiting, or changing or removing any limitations on, the principal amount of Bonds which may be issued and outstanding hereunder at any one time to such amount as the Companies may specify in such supplemental indentures.

Bonds may be authenticated and delivered hereunder irrespective of whether the registration, filing and recording of this instrument, any Joint Mortgage or any supplemental indenture providing for the creation of any series of Bonds has been completed.

No Bonds shall be authenticated and delivered under any provision of this Article Three if the Companies are In Default.

§ 3.02. Subject to § 3.06, from time to time after the date hereof Bonds of any one or more series may be authenticated and delivered pursuant to this § 3.02 in an aggregate principal amount not exceeding the sum of

(a) \$100,000,000, plus

(b) 60% of the excess, if any, of the aggregate Net Fixed Property Accounts of all then New Companies at the respective dates on which they became such hereunder over 166 $\frac{2}{3}$ % of the aggregate principal amount of all Prior Lien Bonds of New Companies outstanding on such respective dates.