

as hereinbefore provided; and the temporary bonds so issued shall be entitled to the security of the bonds to be issued hereunder. Upon surrender of such temporary bonds for exchange, the Railway Company shall issue, and the Trustee shall certify and deliver, in exchange therefor, engraved coupon bonds of the denominations hereinbefore provided, to the amount of the temporary bonds surrendered, upon cancellation of the latter. In case any bond issued hereunder, with the coupons thereto appertaining, shall become mutilated or be destroyed, or lost, the Railway Company may, in its discretion, issue, and the Trustee may thereupon in its discretion certify, a new bond of like tenor and date bearing the same serial number, in exchange and substitution for the bond and coupons mutilated upon cancellation thereof, or in lieu of, and exchange and substitution for, the bond and coupons destroyed or lost, upon filing with the Trustee satisfactory evidence that such bond and coupons were destroyed or lost, and furnishing the Railway Company and the Trustee with satisfactory indemnity. Sec. 5. The Railway Company covenants that it will not issue, negotiate, sell or dispose of any bonds hereunder, in any manner other than in accordance with the provisions of this indenture and the agreements in that behalf herein contained, and that in issuing, selling, negotiating or otherwise disposing of such bonds, from time to time, it shall and will will and truly apply, or cause to be applied, the same or the proceeds thereof, to and for the purposes herein prescribed, and for no other or different purpose. Sec. 6. Nothing in this indenture expressed or implied is intended or shall be construed to confer upon, or to give, to any person or corporation other than the parties hereto and the holders of bonds issued under and secured by this indenture, any right, remedy or claim under, or by reason of, this indenture, or any covenant, condition or stipulation thereof, all its covenants, conditions and stipulations being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of bonds hereby secured. Article Two. The Railway Company shall and will, at an office or agency to be established by it in the City of New York, keep a sufficient book or books for the registration of the coupon bonds and registered bonds issued hereunder, which books, at all reasonable times, shall be open to the inspection of the Trustee; and, upon presentation for such purpose, it will register therein any coupon bonds issued under the provisions hereof. The person in whose name any bond shall be registered shall for all purposes be deemed and regarded as the owner thereof; and payment of the principal of such bond, if it be a coupon bond, and of the principal and