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Section 4. In case any First and Refunding Bond, with the coupons thereto appertaining, shall become mutilated or be destroyed or lost, the Railway Company in its discretion may execute, and thereupon the Trustee shall authenticate and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for and upon cancellation of the mutilated bond and its coupons, or in lieu of and substitution for the coupon bond and its coupons, so destroyed or lost, upon receipt of evidence satisfactory to the Railway Company and the Trustee of the destruction or loss of such bond and its coupons, and upon receipt also of indemnity satisfactory to each of them.

Section 5. Nothing in this Article, or in any other article of this indenture, expressed or implied, is intended or shall be construed to enlarge the security of the holders of any of said underlying bonds, or to create any trust in their favor, or to give to any person or corporation other than the parties hereto and the holders of the First and Refunding Bonds of the Railway Company any legal or equitable right, remedy or claim under or in respect of this indenture, or any covenant, condition or provision herein contained; all its covenants, conditions and provision being intended to be, and being, for the sole and exclusive benefit of the parties hereto, and of the holders of the First and Refunding Bonds of the Railway Company.

## ARTICLE TWO.

### Particular Covenants of the Railway Company.

#### The Railway Company Further Covenants as Follows:

Section 1. It will duly and punctually pay, or cause to be paid, to every holder of any First and Refunding Bond, the principal and interest accruing thereon, at the date and place and in manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed by the United States of America, or by any state, county or municipality therein, which the Railway Company may be required to pay or to retain therefrom under or by reason of any present or future law; and when and as paid, all such coupons shall be forthwith canceled.

Section 2. Whenever required by the Trustee, the Railway Company will grant, convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Railway Company in and to all real and personal estate, corporate rights and franchises which, in any way or manner, it shall acquire, and which under the provisions hereof are or are to become subject to the lien thereof, and the Railway Company will also do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee, subject as aforesaid, all and singular the premises, estate and property hereby conveyed, or intended so to be, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the First and Refunding Bonds.

Section 3. The Railway Company, at an office or agency to be maintained by it in the Borough of Manhattan, in the City of New York, will keep a sufficient register or registers of First and Refunding Bonds, which, at all reasonable times, shall be open to the inspection of the Trustee; and, upon presentation for such purpose, it will, under such reasonable regulations as it may prescribe, register therein any First and Refunding Bonds, and such registration shall also be noted on the bonds so registered.