

and that the holder is entitled to the benefit of the trust hereby created. Such temporary bonds duly issued and authenticated hereunder, upon surrender and cancellation thereof, shall be exchangeable for engraved bonds to be issued hereunder bearing the same rate of interest. Until so exchanged, such temporary bonds in all respects, shall be entitled to the lien and security of this indenture, as bonds issued and authenticated hereunder; and interest, when and as payable, shall be paid and the payment thereof endorsed thereon.

Sec.6. In case any coupon bond issued under this indenture or the coupons thereto appertaining, or any registered bond without coupons, shall become mutilated or be destroyed or lost, the Railway Company in its discretion may issue, 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 coupon bond and its coupons, or the mutilated registered bond, or in lieu of and substitution for the coupon bond and its coupons or the registered bond so destroyed or lost. The applicant for such substituted bond shall furnish to the Railway Company and the Trustee evidence of the destruction or loss of such coupon bond and its coupons, or of such registered bond, so destroyed or lost, which evidence shall be satisfactory to the Railway Company and the Trustee respectively in their discretion; and said applicant shall also furnish indemnity satisfactory to both of them in their discretion.

Sec.7. In every case of the surrender of a bond or bonds for the purpose of exchange or transfer, the Trustee, forthwith, shall cancel such surrendered bond or bonds and coupons and thereafter shall hold the same until the maturity of this indenture, subject to the order of the Railway Company, duly authorized by an appropriate resolution of its board of trustees or executive committee, of which, in every case, a copy certified under its corporate seal by its Secretary or an Assistant Secretary shall be delivered to the Trustee.

Sec.8. Nothing in this indenture or in the bonds issued hereunder expressed or implied, is intended or shall be construed to give to any person or corporation other than the parties hereto and the holders of first mortgage gold bonds issued under this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture or under any covenant, condition or provision herein contained; all the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of such bonds.

ARTICLE TWO.

ISSUE OF BONDS.

The Trustee shall authenticate the first mortgage gold bonds and deliver the same as follows:

Section 1. \$80,000,000, face amount, of the first mortgage gold bonds shall, as soon as may be after the execution of this indenture, and without any further action on the part of the Railway Company, but subject to the provisions of Section 5 of this Article, be authenticated by the Trustee and be delivered to the Railway Company, upon the written order of the Railway Company signed by its president or a Vice-President and by its Treasurer or an Assistant Treasurer, under its corporate seal. The bonds so delivered to the Railway Company or their proceeds, shall be held and may be used by it for its general corporate purposes, freed and discharged from any restrictions.