Stock will in no event become due and payable to said contractors, except upon the full and faithful compliance on their part with the terms and conditions contained in said modified or supplemental contract.

5th. That, in order to enable the contractors, in their present negotiations in London, to anticipate the advantages to be derived by the concession of three millions of capital stock, on the part of the Railway Company, it be provided in said modified or supplemental contract, that the Company will immediately issue representative or provisional scrip, in such denominations as may be required, for the full amount of said bonus of three million dollars in the capital stock of this Company, which representative or provisional scrip shall specify upon its face, that the holder thereof will be entitled to receive from the Railway Company a like amount of the full paid capital stock of the Company, upon a full compliance on the part of the contractors, with the terms and conditions embraced in said modified or supplemental contract, upon which alone the issue of said stock is predicated; and that the said provisional or representative scrip shall be placed with the trustee or custodian of the mortgage bonds in Europe, subject to the order of the President of this Company, to be delivered to the proper representative of the contractors, or of the syndicate which may either purchase said bonds or make the required advance upon them, in the ratio of one thousand dollars of provisional certificates for every two thousand dollars of mortgage bonds as the same may become due to said contractors, either under and by virtue of said contract, dated April 5, 1872, or by virtue of this modification of the same.

6th. That, hereafter the board of Directors shall consist of at least four members to be nominated by stockholders