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INTERSTATE COMMERCE COMMISSION

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SEABOARD AIR LINE RAILROAD COMPANY

TO

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
AND C. E. HEINMULLER, SUCCESSOR TRUSTEES

Third Supplemental Indenture

Dated as of December 1, 1963.

Supplementing and Modifying
First Mortgage dated as of January 1, 1946
and
Providing for First Mortgage 4 $\frac{5}{8}$ % Bonds,
Series C

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THIS THIRD SUPPLEMENTAL INDENTURE, dated as of December 1, 1963, between SEABOARD AIR LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter sometimes called the "Company"), party of the first part, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland (hereinafter sometimes called the "Corporate Trustee") and C. E. HEINMULLER, parties of the second part, as Successor Trustees under the First Mortgage, dated as of January 1, 1946, as supplemented as hereinafter stated, between Seaboard Air Line Railroad Company and Mercantile Trust Company of Baltimore and Nelson H. Stritehoff as Trustees (said Corporate Trustee and said C. E. Heinmuller being hereinafter collectively sometimes called the "Trustees" and said First Mortgage, as so supplemented, being hereinafter sometimes called the "First Mortgage"); and

WHEREAS, the Company and Mercantile Trust Company of Baltimore and Nelson H. Stritehoff, as Trustees, have heretofore duly executed and delivered the First Mortgage dated as of January 1, 1946, the First Supplemental Indenture thereto dated as of March 30, 1950, and the Second Supplemental Indenture thereto dated as of May 1, 1950, for the purpose of securing such First Mortgage Bonds as may from time to time be issued thereunder in an unlimited aggregate principal amount; and

WHEREAS, Mercantile-Safe Deposit and Trust Company and C. E. Heinmuller have heretofore duly become and are Successor Trustees under and pursuant to the terms and provisions of the First Mortgage; and

WHEREAS, the First Mortgage provides in Article Three that the Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, may, without any authorization or consent of Bondholders, enter into an indenture or indentures supplemental to the First Mortgage and which thereafter

shall form a part thereof, for the purpose, among other things, (a) of establishing the terms, provisions and conditions of a particular series of Bonds then about to be issued, and prescribing the forms of such Bonds and the coupons appertaining thereto, and (b) of accomplishing any other purposes not inconsistent with the terms of the First Mortgage; and

WHEREAS, there have been duly executed, authenticated and delivered and remain now outstanding under the First Mortgage \$25,413,000 principal amount of First Mortgage 3% Bonds, Series B, due May 1, 1980 (hereinafter sometimes called "Bonds of Series B"), and whereas such Bonds constitute all of the Bonds outstanding under the First Mortgage on the date of the execution of this Third Supplemental Indenture; and

WHEREAS, the Company desires by this Third Supplemental Indenture to establish the terms, provisions and conditions of a new series of Bonds to be known as First Mortgage 4⁵/₈% Bonds, Series C (hereinafter sometimes called "Bonds of Series C") to be limited to an aggregate principal amount outstanding at any one time of \$22,000,000, and to prescribe the forms thereof and of the coupons appertaining thereto; and

WHEREAS, each of the coupon Bonds of Series C is to be substantially in the following form, to wit:

[FORM OF COUPON BONDS OF SERIES C]

No. \$1,000

SEABOARD AIR LINE RAILROAD COMPANY

FIRST MORTGAGE 4⁵/₈% BOND, SERIES C,

DUE DECEMBER 1, 1988

SEABOARD AIR LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Company", for value received, hereby promises to

pay to the bearer, or, if this Bond be registered as to principal, to the registered owner hereof, on the first day of December, 1988 (unless this Bond shall have been called for earlier redemption and payment thereof duly provided for), the principal sum of One Thousand Dollars (\$1,000), and to pay interest on said principal sum, from the date hereof, at the rate of four and five-eighths per cent. ($4\frac{5}{8}\%$) per annum, semi-annually, on the first day of June and the first day of December in each year, until said principal sum shall have been paid, or payment thereof duly provided for, but, until the maturity hereof, only upon presentation and surrender of the attached coupons for such interest, as they severally mature. The Company will pay, as provided in the Indenture hereinafter referred to, interest on any interest which becomes due and payable on this Bond but is not paid or duly provided for. The principal of and interest on this Bond are payable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the option of the bearer or registered owner of this Bond, or, as the case may be, the bearer of the appurtenant coupons for such interest, at the office or agency of the Company in the City of Richmond, Commonwealth of Virginia, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of Series C of the First Mortgage Bonds of the Company issued and to be issued under and pursuant to, and all equally and ratably secured by, an indenture of mortgage and deed of trust, dated as of January 1, 1946, executed by the Company to Mercantile Trust Company of Baltimore and Nelson H. Stritehoff, as Trustees (Mercantile-Safe Deposit and Trust Company and C. E. Heinmuller, Successor Trustees), known as the Company's First Mortgage, as amended and supplemented by the First Supplemental Indenture, dated as of March 30, 1950, by the Second Supplemental Indenture, dated as of May 1, 1950, and by the Third Supplemental Indenture, dated as of December 1, 1963 (said indenture of mortgage and deed of trust as so amended and supplemented being herein sometimes called the "Indenture"), to which Indenture and any and all supplements thereto reference is hereby made for a description of the property mortgaged and pledged and the nature and extent of the security, and for statements of the rights of the holders of the Bonds and the rights, duties and immunities of the Trustees thereunder.

The aggregate principal amount of Bonds of Series C which may be outstanding at any one time is limited to \$22,000,000, as provided in the Indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of the Bonds may be declared or may become due and payable, in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture, the Bonds of Series C are redeemable before maturity, for the purposes of the Sinking Fund hereinafter referred to, in part by lot at any time, or at the option of the Company, as a whole or in part by lot on any date or dates on or after December 1, 1968, upon publication of notice of such redemption once each week for four successive weeks (the first publication to be not less than thirty days nor more than forty-five days prior to the date designated for such redemption) in two newspapers printed in the English language, one of general circulation in the Borough of Manhattan, City and State of New York, and one of general circulation in the City of Baltimore, State of Maryland, and upon payment of the applicable redemption price and all unpaid interest accrued to the redemption date on the Bonds of Series C then being redeemed.

The applicable redemption price for any redemption of Bonds of Series C other than for the purpose of the Series C Sinking Fund shall be the then applicable Regular Redemption Price (expressed as a percentage of the principal amount of the Bonds of Series C then being redeemed), as follows:

If redeemed during twelve months' period commencing December 1

Year	Regular Redemption Price	Year	Regular Redemption Price	Year	Regular Redemption Price
1968.....	104.65%	1975.....	102.95%	1982.....	101.25%
1969.....	104.40	1976.....	102.70	1983.....	101.00
1970.....	104.15	1977.....	102.45	1984.....	100.75
1971.....	103.90	1978.....	102.20	1985.....	100.50
1972.....	103.70	1979.....	101.95	1986.....	100.25
1973.....	103.45	1980.....	101.75	1987.....	100.00
1974.....	103.20	1981.....	101.50		

The applicable redemption price for any redemption of Bonds of Series C for the purpose of the Series C Sinking Fund shall be the

then applicable Sinking Fund Redemption Price (expressed as a percentage of the principal amount of the Bonds of Series C then being redeemed), as follows:

If redeemed during twelve months' period commencing December 1

Year	Sinking Fund Redemption Price	Year	Sinking Fund Redemption Price	Year	Sinking Fund Redemption Price
1964.....	100.50%	1972.....	100.40%	1980.....	100.20%
1965.....	100.50	1973.....	100.40	1981.....	100.20
1966.....	100.50	1974.....	100.35	1982.....	100.20
1967.....	100.50	1975.....	100.35	1983.....	100.15
1968.....	100.50	1976.....	100.30	1984.....	100.15
1969.....	100.50	1977.....	100.30	1985.....	100.10
1970.....	100.45	1978.....	100.25	1986.....	100.10
1971.....	100.45	1979.....	100.25	1987.....	100.00

The Bonds of Series C are entitled to the benefits of sinking fund payments, as specified in the Indenture, payable out of the Available Net Income of the Company, as provided in the Indenture. Additional moneys may be paid into said sinking fund as provided in the Indenture.

The Indenture permits the amendment thereof and the modification or alteration of the rights and obligations of the Company and the rights of the bearers or registered owners of the Bonds and the bearers of appurtenant coupons thereunder and hereunder at any time by the concurrent action of the Company and of the bearers or registered owners of not less than 75% in aggregate principal amount of the Bonds then outstanding, all as more fully provided in the Indenture; *provided, however*, that no such amendment, modification or alteration shall alter or impair the obligation of the Company to pay the principal of any Bond or any interest thereon or shall change the percentage of Bonds required to consent to any such amendment, modification or alteration.

This Bond shall be transferable by delivery unless registered as to principal in the owner's name at the office or agency of the Company in the Borough of Manhattan, City and State of New York, such registration being noted hereon. After such registration no further transfer hereof shall be valid unless made at said office or agency by the regis-

tered owner hereof, in person or by attorney duly authorized, and similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored. This Bond shall continue to be subject to successive registrations and transfers to bearer at the option of the bearer or registered owner. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer and transferable by delivery. The Company and the Trustees may deem and treat the bearer of this Bond, or, if this Bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof for all purposes. The Company and the Trustees may deem and treat the bearer of any coupon appurtenant to this Bond (whether or not this Bond is registered as to principal) as the absolute owner of such coupon, for all purposes.

Coupon Bonds of Series C are issuable in the denomination of \$1,000, and may be exchanged at the office or agency of the Company in the Borough of Manhattan, City and State of New York, for registered Bonds of Series C, of authorized denominations, for a like aggregate principal amount, without service charge to the holder thereof, all as provided in the Indenture.

No recourse shall be had for the payment of the principal of, or interest on, this Bond, or any part thereof, or for any claim based hereon or otherwise in respect hereof or of the indebtedness represented hereby, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, past, present, or future, of the Company or of any successor corporation, as such, either directly or through the Company or any successor corporation or any other person, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, it being expressly understood and agreed that the Indenture and the obligations thereby secured are solely corporate obligations and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer or director of the Company or of any successor corporation, as such, because of the incurring of the indebtedness thereby secured or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or any supplemental indenture or any of the Bonds or

coupons, any and all such personal liability, whether presently existing or hereafter arising, being hereby expressly waived and released as a part of the consideration for the execution of the Indenture and the issue of the Bonds.

This Bond shall not be valid or obligatory for any purpose unless and until the certificate of authentication hereon shall have been executed by the Corporate Trustee under the Indenture.

IN WITNESS WHEREOF, Seaboard Air Line Railroad Company has caused this Bond to be executed by its President or a Vice President by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be affixed hereunto or imprinted hereon and to be attested by its Secretary or an Assistant Secretary by his signature or a facsimile thereof, and coupons for said interest, bearing the facsimile signature of its Treasurer, to be attached hereto, as of December 1, 1963.

SEABOARD AIR LINE RAILROAD COMPANY

By
President.

Attest:

.....
Secretary.

; and

WHEREAS, each of the coupons to be attached to the coupon Bonds of Series C is to be substantially in the following form, to wit:

[FORM OF INTEREST COUPONS FOR COUPON BONDS OF SERIES C]

No. \$ *

On the first day of _____, 19____, unless the Bond hereinafter mentioned shall have been called for earlier redemption and payment duly provided for, Seaboard Air Line Railroad Company will pay to the bearer, upon surrender of this coupon, at the office or agency of the Company in the Borough of Manhattan, City and State of New

* The amount to be inserted in the case of each coupon payable on June 1 shall be \$23.13 and the amount to be inserted in the case of each coupon payable on December 1 shall be \$23.12.

York, or, at the option of the bearer, at the office or agency of the Company in the City of Richmond, Commonwealth of Virginia, dollars, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage 4 $\frac{5}{8}$ % Bond, Series C, due December 1, 1988, No. .

Treasurer.

; and

WHEREAS, each of the registered Bonds of Series C without coupons is to be substantially in the following form, to wit:

[FORM OF REGISTERED BONDS OF SERIES C WITHOUT COUPONS]

No. \$.....

SEABOARD AIR LINE RAILROAD COMPANY

FIRST MORTGAGE 4 $\frac{5}{8}$ % BOND, SERIES C,

DUE DECEMBER 1, 1988

SEABOARD AIR LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Company", for value received, hereby promises to pay to , or registered assigns, on the first day of December, 1988 (unless this Bond shall have been called for earlier redemption and payment thereof duly provided for), the principal sum of Dollars (\$), and to pay interest on said principal sum, from the date hereof, at the rate of four and five-eighths per cent. (4 $\frac{5}{8}$ %) per annum, semi-annually, on the first day of June and the first day of December in each year, until said principal sum shall have been paid, or payment thereof duly provided for. The Company will pay, as provided in the Indenture hereinafter referred to, interest on any interest which becomes due and payable on this Bond but is not paid or duly provided for. The principal of and interest on this Bond are payable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, or, at the option of the registered owner of this Bond, at the office or agency of

the Company in the City of Richmond, Commonwealth of Virginia, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Interest on this Bond may be paid by check to the order of the registered owner hereof, mailed to the address shown by the records of the Company.

This Bond is one of Series C of the First Mortgage Bonds of the Company issued and to be issued under and pursuant to, and all equally and ratably secured by, an indenture of mortgage and deed of trust, dated as of January 1, 1946, executed by the Company to Mercantile Trust Company of Baltimore and Nelson H. Stritehoff, as Trustees (Mercantile-Safe Deposit and Trust Company and C. E. Heinmuller, Successor Trustees), known as the Company's First Mortgage, as amended and supplemented by the First Supplemental Indenture, dated as of March 30, 1950, by the Second Supplemental Indenture, dated as of May 1, 1950, and by the Third Supplemental Indenture, dated as of December 1, 1963 (said indenture of mortgage and deed of trust as so amended and supplemented being herein sometimes called the "Indenture"), to which Indenture and any and all supplements thereto reference is hereby made for a description of the property mortgaged and pledged and the nature and extent of the security, and for statements of the rights of the holders of the Bonds and the rights, duties and immunities of the Trustees thereunder.

The aggregate principal amount of Bonds of Series C which may be outstanding at any one time is limited to \$22,000,000, as provided in the Indenture.

If an event of default, as defined in the Indenture, shall occur, the principal of the Bonds may be declared or may become due and payable, in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture, the Bonds of Series C are redeemable before maturity, for the purposes of the Sinking Fund hereinafter referred to, in part by lot at any time, or at the option of the Company, as a whole or in part by lot on any date or dates on or after December 1, 1968, upon publication of notice of such redemption once each week for four successive weeks (the first publication to be not less than thirty days nor more than forty-five days prior to the date designated for such redemption) in two newspapers printed in the English language, one of general circulation in the Borough of Manhattan, City and State of New York, and one

applied, to the extent that the same shall suffice therefor, for the following purposes and in the following order:

(1) So long as any Bonds of Series B are outstanding, to the payment on the next succeeding May 1 of the installment of the sinking fund for Bonds of Series B provided for in §1.03 of the Second Supplemental Indenture, dated as of May 1, 1950, supplemental hereto and setting forth the terms and provisions of such series;

(2) Any then remaining Available Net Income for such calendar year shall be applied, so long as any Bonds of Series C are outstanding, to the payment on the next succeeding December 1 of the installment of the sinking fund for Bonds of Series C provided for in §1.03 of the Third Supplemental Indenture, dated as of December 1, 1963, supplemental hereto and setting forth the terms and provisions of such series;

(3) Any then remaining Available Net Income for such calendar year shall be applied to the sinking fund requirements of the Bonds of series other than Series B and Series C, if any such sinking fund shall have been provided for at the time of the creation of such series; and

(4) Any then remaining Available Net Income for such calendar year may be applied to any proper corporate purpose of the Company.”

ARTICLE III.

Miscellaneous.

§3.01. All terms used in this Third Supplemental Indenture, unless otherwise expressly provided herein, shall be read, construed and used in accordance with the definitions thereof contained in the First Mortgage.

§3.02. The Trustees hereby accept and enter into this Third Supplemental Indenture and the Trusts hereby created and agree to per-

form the same upon the terms and conditions in the First Mortgage set forth.

§3.03. This Third Supplemental Indenture may be simultaneously executed in one or more counterparts and all of such counterparts, executed and delivered, each, as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SEABOARD AIR LINE RAILROAD COMPANY, the party of the first part, has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary, and Mercantile-Safe Deposit and Trust Company, one of the parties of the second part, has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto and the same to be attested by the signature of one of its Assistant Secretaries, and C. E. Heinmuller, one of the parties of the second part, has hereto set his hand and seal, all as of the first day of December, 1963.

SEABOARD AIR LINE RAILROAD COMPANY

(CORPORATE SEAL)

By R. E. MOORE

(R. E. Moore)

Vice President.

Attest:

E. L. LASH, JR.

(E. L. Lash, Jr.)

Secretary.

Signed, sealed and acknowledged by SEABOARD
AIR LINE RAILROAD COMPANY in the pres-
ence of:

J. H. CHAPMAN

(J. H. Chapman)

L. R. BOZARD, JR.

(L. R. Bozard, Jr.)

Attesting Witnesses.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By J. K. BRIGSTOCKE
(J. K. Brigstocke)
Vice-President.

(CORPORATE SEAL)

Attest:

J. E. HENRY
(J. E. Henry)
Assistant Secretary.

C. E. HEINMULLER (L. S.)
(C. E. Heinmuller)

Signed, sealed and acknowledged by MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY and C. E. HEINMULLER in the presence of:

J. J. DOLAN
(J. J. Dolan)

W. R. WALTER
(W. R. Walter)
Attesting Witnesses.

STATE OF VIRGINIA }
 CITY OF RICHMOND } ss.:

I, W. H. WALLACE, a Notary Public, in and for the City and State aforesaid, residing in the County of Henrico, State of Virginia, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 3rd day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, R. E. MOORE and E. L. LASH, JR., each to me personally known and personally known to me to be respectively a Vice President and the Secretary of SEABOARD AIR LINE RAILROAD COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and the said R. E. MOORE and E. L. LASH, JR., being by me severally duly sworn, did, on oath, each for himself and not one for the other, severally depose and say, and acknowledge before me on this day in the presence of said witnesses: that the said R. E. MOORE resides in the County of Henrico, State of Virginia, and the said E. L. LASH, JR. resides in the County of Henrico, State of Virginia; that the said R. E. MOORE is a Vice President and the said E. L. LASH, JR. is Secretary of SEABOARD AIR LINE RAILROAD COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said R. E. MOORE and E. L. LASH, JR., respectively, know the true corporate seal of said corporation; that the seal affixed to the said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation and that they and each of them, being informed of and knowing the contents of the foregoing instrument, signed their names and the name of said corporation to the foregoing instrument and affixed said corporate seal to the same in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as such officers, and with full authority, executed the same voluntarily and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth, and they severally duly acknowledged said instrument to be the free act and deed of said corporation; and I do further certify that R. E. MOORE and E. L. LASH, JR., whose names as Vice President and Secretary of SEABOARD AIR LINE RAILROAD COMPANY, a corporation, are signed to the writing above, bearing date on the 1st day of December, 1963, have this day acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name and affixed my official seal as such Notary Public in said City of Richmond and State of Virginia, this 3rd day of December, 1963.

W. H. WALLACE

(W. H. Wallace)

Notary Public.

My commission expires July 23, 1966.

(NOTARIAL SEAL)

STATE OF VIRGINIA }
 CITY OF RICHMOND } ss.:

Personally appeared before me J. H. CHAPMAN, who, being duly sworn, says that he saw Seaboard Air Line Railroad Company, party of the first part to the above and foregoing instrument, by R. E. MOORE, one of its Vice Presidents, execute and deliver the foregoing instrument, and by E. L. LASH, JR., its Secretary, affix and attest the seal of the corporation thereto, and by its said officers, known to him to be such officers of said corporation, respectively, as and for its act and deed, deliver the same; and that he, with L. R. BOZARD, JR., witnessed the execution thereof.

J. H. CHAPMAN

 (J. H. Chapman)

Sworn to and subscribed before me }
 this 3rd day of December, 1963. }

W. H. WALLACE

 (W. H. Wallace)

Notary Public.

My commission expires July 23, 1966.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

I, DOROTHY E. SCHARF, a Notary Public, in and for the City and State aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 4th day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, J. K. BRIGSTOCKE and J. E. HENRY, each to me personally known and personally known to me to be respectively a Vice-President and an Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and the said J. K. BRIGSTOCKE and J. E. HENRY, being by me severally duly sworn, did, on oath, each for himself and not one for the other, severally depose and say, and acknowledge before me on this day in the presence of said witnesses: that the said J. K. BRIGSTOCKE resides in the City of Baltimore, State of Maryland, and the said J. E. HENRY resides in the City of Baltimore, State of Maryland; that the said J. K. BRIGSTOCKE is a Vice-President and said J. E. HENRY is an Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. K. BRIGSTOCKE and J. E. HENRY, respectively, know the true corporate seal of said corporation; that the seal affixed to the said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation and that they and each of them, being informed of and knowing the contents of the foregoing instrument, signed their names and the name of said corporation to the foregoing instrument and affixed said corporate seal to the same in their respective capacity as Vice-President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as such officers, and with full authority, executed the same voluntarily and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth, and they severally duly acknowledged said instrument to be the free act and deed of said corporation; and I do further certify that J. K. BRIGSTOCKE and J. E. HENRY, whose names as Vice-President and Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation, are signed to the writing above, bearing date on the 1st day of December, 1963, have this day acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name and affixed my official seal as such Notary Public in said City of Baltimore and State of Maryland, this 4th day of December, 1963.

DOROTHY E. SCHARF

 (Dorothy E. Scharf)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

Personally appeared before me J. J. DOLAN, who, being duly sworn, says that he saw MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as one of the parties of the second part to the above and foregoing instrument, by J. K. BRIGSTOCKE, one of its Vice-Presidents, execute and deliver the foregoing instrument, and by J. E. HENRY, one of its Assistant Secretaries, affix and attest the seal of the corporation thereto, and by its said officers, known to him to be such officers of said corporation respectively, as and for its act and deed, deliver the same; and that he, with W. R. WALTER, witnessed the execution thereof.

J. J. DOLAN

 (J. J. DOLAN)

Sworn to and subscribed before me }
 this 4th day of December, 1963. }

DOROTHY E. SCHARF

 (DOROTHY E. SCHARF)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

I, DOROTHY E. SCHARF, a Notary Public, in and for the City and State aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 4th day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, C. E. HEINMULLER, one of the parties to the above and foregoing instrument, to me well known as the person described in and who executed the same, whose name as one of the parties is signed thereto, and being informed of the contents thereof, has acknowledged the same before me in my City aforesaid, has acknowledged the due execution of the same, that he did sign, seal and deliver the same of his own free will and accord, and has acknowledged to and before me that he executed the same for the uses and purposes therein named and expressed; and I further certify that C. E. HEINMULLER, whose name is signed to the writing above bearing date on the 1st day of December, 1963, has acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said City of Baltimore and State of Maryland, this 4th day of December, 1963.

DOROTHY E. SCHARF

 (Dorothy E. Scharf)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

the equivalent of cash in an amount equal to the Sinking Fund Redemption Price thereof applicable on the date of such application.

If the Company elects to surrender Bonds of Series C, or to apply Bonds of Series C theretofore redeemed other than through the operation of the Series C Sinking Fund, in lieu of cash for the Series C Sinking Fund as hereinbefore provided, it shall deliver to the Corporate Trustee a notice in writing, signed by its President or any Vice President and its Secretary or any Assistant Secretary stating (1) that the Company elects to surrender Bonds of Series C to the Corporate Trustee pursuant to the second preceding paragraph of this §1.03, or to apply Bonds of Series C theretofore redeemed other than through the operation of the Series C Sinking Fund pursuant to the provisions of the immediately preceding paragraph of this §1.03, or both, in lieu of all or part of the sinking fund payment to be made on the next succeeding December 1, (2) the principal amount of Bonds of Series C, if any, so to be surrendered and (3) the principal amount of Bonds of Series C, if any, theretofore redeemed other than through the operation of the Series C Sinking Fund and not theretofore applied in satisfaction of any part of a sinking fund payment, which the Company elects to apply on the next succeeding sinking fund payment date. The Bonds of Series C referred to in such notice as intended to be surrendered to the Corporate Trustee shall be delivered to the Corporate Trustee with such notice.

All payments in cash to the Series C Sinking Fund, including any payment made pursuant to Section 9 of Article Twelve of the First Mortgage, shall be applied to the retirement of Bonds of Series C by purchase or redemption as hereinafter provided.

Any moneys in the Series C Sinking Fund may at any time be applied, if the Company shall so elect by Request filed with the Corporate Trustee, to the purchase of Bonds of Series C at public or private sale or in the open market, and with or without notice or

advertisement for tenders, at such price or prices as the Corporate Trustee may deem proper, not exceeding, however, the then applicable Series C Sinking Fund Redemption Price.

Any moneys in the Series C Sinking Fund may at any time be applied to the redemption of Bonds of Series C if the Company shall so elect by Request filed with the Corporate Trustee. Any such redemption of Bonds of Series C shall be made in accordance with the provisions of §1.02 hereof, but at any time, and on payment on the Bonds to be redeemed of all unpaid interest accrued thereon to the redemption date and of the then applicable Series C Sinking Fund Redemption Price (expressed as a percentage of the principal amount of the Bonds of Series C then being redeemed), as follows:

If redeemed during twelve months' period commencing December 1

Year	Sinking Fund Redemption Price	Year	Sinking Fund Redemption Price	Year	Sinking Fund Redemption Price
1964.....	100.50%	1972.....	100.40%	1980.....	100.20%
1965.....	100.50	1973.....	100.40	1981.....	100.20
1966.....	100.50	1974.....	100.35	1982.....	100.20
1967.....	100.50	1975.....	100.35	1983.....	100.15
1968.....	100.50	1976.....	100.30	1984.....	100.15
1969.....	100.50	1977.....	100.30	1985.....	100.10
1970.....	100.45	1978.....	100.25	1986.....	100.10
1971.....	100.45	1979.....	100.25	1987.....	100.00

If on the last day of August in any year after the year 1964 there shall remain in the Series C Sinking Fund \$50,000 or more, the Corporate Trustee shall apply the amount then in the Series C Sinking Fund, to the extent practicable, to the redemption of Bonds of Series C on the next succeeding first day of December, such redemption to be in the same manner as redemptions of Bonds of Series C at Company Request with moneys in the Series C Sinking Fund.

Any amounts representing interest accrued on Bonds of Series C purchased or redeemed pursuant to this §1.03 shall be paid by the

Company as a fixed interest charge, in addition to the payment called for by the first paragraph of this §1.03, and without reference to the sufficiency of Available Net Income therefor.

All Bonds of Series C purchased or redeemed by the operation of the Series C Sinking Fund shall be cancelled and no Bonds of Series C shall be issued to refund the Bonds of Series C so purchased or redeemed.

ARTICLE II.

Amendments to the First Mortgage.

§2.01. The second paragraph of Section 3 of Article One of the First Mortgage is hereby amended by adding the following sentence at the end thereof:

“So long as any Bonds of Series C are outstanding, no other series of Bonds (except Series B) shall be issued ranking as to sinking fund payments prior to or on a parity with the Bonds of Series C.”

§2.02. The third paragraph of Section 3 of Article One of the First Mortgage is hereby amended by adding the following sentence at the end thereof:

“In the case of any Bonds of any series created subsequently to December 31, 1962, the signature of any such President or Vice-President and the signature of any such Secretary or Assistant Secretary may be facsimile.”

§2.03. Subsection A of Section 8 of Article Five of the First Mortgage is hereby amended to read as follows:

“A. Commencing with Available Net Income for the calendar year 1963, and thereafter as long as any Bonds are outstanding, Available Net Income for each calendar year, computed in accordance with Sections 1 and 2 of this Article Five, shall be

applied, to the extent that the same shall suffice therefor, for the following purposes and in the following order:

(1) So long as any Bonds of Series B are outstanding, to the payment on the next succeeding May 1 of the installment of the sinking fund for Bonds of Series B provided for in §1.03 of the Second Supplemental Indenture, dated as of May 1, 1950, supplemental hereto and setting forth the terms and provisions of such series;

(2) Any then remaining Available Net Income for such calendar year shall be applied, so long as any Bonds of Series C are outstanding, to the payment on the next succeeding December 1 of the installment of the sinking fund for Bonds of Series C provided for in §1.03 of the Third Supplemental Indenture, dated as of December 1, 1963, supplemental hereto and setting forth the terms and provisions of such series;

(3) Any then remaining Available Net Income for such calendar year shall be applied to the sinking fund requirements of the Bonds of series other than Series B and Series C, if any such sinking fund shall have been provided for at the time of the creation of such series; and

(4) Any then remaining Available Net Income for such calendar year may be applied to any proper corporate purpose of the Company.”

ARTICLE III.

Miscellaneous.

§3.01. All terms used in this Third Supplemental Indenture, unless otherwise expressly provided herein, shall be read, construed and used in accordance with the definitions thereof contained in the First Mortgage.

§3.02. The Trustees hereby accept and enter into this Third Supplemental Indenture and the Trusts hereby created and agree to per-

form the same upon the terms and conditions in the First Mortgage set forth.

§3.03. This Third Supplemental Indenture may be simultaneously executed in one or more counterparts and all of such counterparts, executed and delivered, each, as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SEABOARD AIR LINE RAILROAD COMPANY, the party of the first part, has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary, and Mercantile-Safe Deposit and Trust Company, one of the parties of the second part, has caused this Third Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereunto and the same to be attested by the signature of one of its Assistant Secretaries, and C. E. Heinmuller, one of the parties of the second part, has hereto set his hand and seal, all as of the first day of December, 1963.

SEABOARD AIR LINE RAILROAD COMPANY

(CORPORATE SEAL)

By R. E. MOORE

(R. E. Moore)

Vice President.

Attest:

E. L. LASH, JR.

(E. L. Lash, Jr.)

Secretary.

Signed, sealed and acknowledged by SEABOARD
AIR LINE RAILROAD COMPANY in the pres-
ence of:

J. H. CHAPMAN

(J. H. Chapman)

L. R. BOZARD, JR.

(L. R. Bozard, Jr.)

Attesting Witnesses.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By J. K. BRIGSTOCKE
(J. K. Brigstocke)
Vice-President.

(CORPORATE SEAL)

Attest:

J. E. HENRY
(J. E. Henry)
Assistant Secretary.

C. E. HEINMULLER (L. S.)
(C. E. Heinmuller)

Signed, sealed and acknowledged by MER-
CANTILE-SAFE DEPOSIT AND TRUST COM-
PANY and C. E. HEINMULLER in the pres-
ence of:

J. J. DOLAN
(J. J. Dolan)

W. R. WALTER
(W. R. Walter)

Attesting Witnesses.

STATE OF VIRGINIA }
 CITY OF RICHMOND } ss.:

I, W. H. WALLACE, a Notary Public, in and for the City and State aforesaid, residing in the County of Henrico, State of Virginia, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 3rd day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, R. E. MOORE and E. L. LASH, JR., each to me personally known and personally known to me to be respectively a Vice President and the Secretary of SEABOARD AIR LINE RAILROAD COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and the said R. E. MOORE and E. L. LASH, JR., being by me severally duly sworn, did, on oath, each for himself and not one for the other, severally depose and say, and acknowledge before me on this day in the presence of said witnesses: that the said R. E. MOORE resides in the County of Henrico, State of Virginia, and the said E. L. LASH, JR. resides in the County of Henrico, State of Virginia; that the said R. E. MOORE is a Vice President and the said E. L. LASH, JR. is Secretary of SEABOARD AIR LINE RAILROAD COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said R. E. MOORE and E. L. LASH, JR., respectively, know the true corporate seal of said corporation; that the seal affixed to the said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation and that they and each of them, being informed of and knowing the contents of the foregoing instrument, signed their names and the name of said corporation to the foregoing instrument and affixed said corporate seal to the same in their respective capacities as Vice President and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as such officers, and with full authority, executed the same voluntarily and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth, and they severally duly acknowledged said instrument to be the free act and deed of said corporation; and I do further certify that R. E. MOORE and E. L. LASH, JR., whose names as Vice President and Secretary of SEABOARD AIR LINE RAILROAD COMPANY, a corporation, are signed to the writing above, bearing date on the 1st day of December, 1963, have this day acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name and affixed my official seal as such Notary Public in said City of Richmond and State of Virginia, this 3rd day of December, 1963.

W. H. WALLACE

(W. H. Wallace)

Notary Public.

My commission expires July 23, 1966.

(NOTARIAL SEAL)

STATE OF VIRGINIA }
 CITY OF RICHMOND } ss.:

Personally appeared before me J. H. CHAPMAN, who, being duly sworn, says that he saw Seaboard Air Line Railroad Company, party of the first part to the above and foregoing instrument, by R. E. MOORE, one of its Vice Presidents, execute and deliver the foregoing instrument, and by E. L. LASH, JR., its Secretary, affix and attest the seal of the corporation thereto, and by its said officers, known to him to be such officers of said corporation, respectively, as and for its act and deed, deliver the same; and that he, with L. R. BOZARD, JR., witnessed the execution thereof.

J. H. CHAPMAN

 (J. H. Chapman)

Sworn to and subscribed before me }
 this 3rd day of December, 1963. }

W. H. WALLACE

 (W. H. Wallace)

Notary Public.

My commission expires July 23, 1966.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

I, DOROTHY E. SCHARF, a Notary Public, in and for the City and State aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 4th day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, J. K. BRIGSTOCKE and J. E. HENRY, each to me personally known and personally known to me to be respectively a Vice-President and an Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Assistant Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such and the said J. K. BRIGSTOCKE and J. E. HENRY, being by me severally duly sworn, did, on oath, each for himself and not one for the other, severally depose and say, and acknowledge before me on this day in the presence of said witnesses: that the said J. K. BRIGSTOCKE resides in the City of Baltimore, State of Maryland, and the said J. E. HENRY resides in the City of Baltimore, State of Maryland; that the said J. K. BRIGSTOCKE is a Vice-President and said J. E. HENRY is an Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said J. K. BRIGSTOCKE and J. E. HENRY, respectively, know the true corporate seal of said corporation; that the seal affixed to the said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation and that they and each of them, being informed of and knowing the contents of the foregoing instrument, signed their names and the name of said corporation to the foregoing instrument and affixed said corporate seal to the same in their respective capacity as Vice-President and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as such officers, and with full authority, executed the same voluntarily and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth, and they severally duly acknowledged said instrument to be the free act and deed of said corporation; and I do further certify that J. K. BRIGSTOCKE and J. E. HENRY, whose names as Vice-President and Assistant Secretary of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation, are signed to the writing above, bearing date on the 1st day of December, 1963, have this day acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my name and affixed my official seal as such Notary Public in said City of Baltimore and State of Maryland, this 4th day of December, 1963.

DOROTHY E. SCHARF

 (Dorothy E. Scharf)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

Personally appeared before me J. J. DOLAN, who, being duly sworn, says that he saw MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as one of the parties of the second part to the above and foregoing instrument, by J. K. BRIGSTOCKE, one of its Vice-Presidents, execute and deliver the foregoing instrument, and by J. E. HENRY, one of its Assistant Secretaries, affix and attest the seal of the corporation thereto, and by its said officers, known to him to be such officers of said corporation respectively, as and for its act and deed, deliver the same; and that he, with W. R. WALTER, witnessed the execution thereof.

J. J. DOLAN

 (J. J. DOLAN)

Sworn to and subscribed before me }
 this 4th day of December, 1963. }

DOROTHY E. SCHARF

 (DOROTHY E. SCHARF)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

I, DOROTHY E. SCHARF, a Notary Public, in and for the City and State aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said City, do hereby certify that on the 4th day of December, 1963, personally appeared before me within said City and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, C. E. HEINMULLER, one of the parties to the above and foregoing instrument, to me well known as the person described in and who executed the same, whose name as one of the parties is signed thereto, and being informed of the contents thereof, has acknowledged the same before me in my City aforesaid, has acknowledged the due execution of the same, that he did sign, seal and deliver the same of his own free will and accord, and has acknowledged to and before me that he executed the same for the uses and purposes therein named and expressed; and I further certify that C. E. HEINMULLER, whose name is signed to the writing above bearing date on the 1st day of December, 1963, has acknowledged the same before me in my City aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said City of Baltimore and State of Maryland, this 4th day of December, 1963.

DOROTHY E. SCHARF

 (Dorothy E. Scharf)

Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

STATE OF MARYLAND }
 CITY OF BALTIMORE } ss.:

Personally appeared before me W. R. WALTER, who, being duly sworn, says that he saw the within named C. E. HEINMULLER, as one of the parties of the second part to the above and foregoing instrument, sign, seal and, as his act and deed as such party, deliver the foregoing instrument and that he, with J. J. DOLAN, witnessed the execution thereof.

W. R. WALTER

 (W. R. Walter)

Sworn to and subscribed before me }
 this 4th day of December, 1963. }

DOROTHY E. SCHARF

 (Dorothy E. Scharf)
Notary Public.

My commission expires May 3, 1965.

(NOTARIAL SEAL)

(United States Internal Revenue Stamps required by law in respect of the issuance of the First Mortgage 4% Bonds, Series C, due December 1, 1988, provided for hereunder have been duly affixed to a counterpart of the First Mortgage, referred to herein, in the custody of the Corporate Trustee and duly cancelled as required by law.)

6413-C

November 30, 1971

CERTIFICATE

Mercantile-Safe Deposit & Trust Company, as Successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, as supplemented and modified, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is Successor by merger, hereby certify that the aforesaid document is a true, correct and complete copy of the document in all respects including the dates, signatures and acknowledgements.

ATTEST:

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

W. H. Rodletter
Assistant Corporate Trust Officer

By: [Signature]
Vice President

Signed, sealed and acknowledged by Mercantile-Safe Deposit & Trust Company in the presence of:

[Signature]
Witness

[Signature]
Witness