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INTERSTATE COMMERCE COMMISSION

SEABOARD COAST LINE RAILROAD COMPANY

TO

CHEMICAL BANK

AND

L. F. SADLER

Trustees

Consolidated Mortgage

Dated as of March 15, 1971

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THIS INDENTURE, dated as of March 15, 1971 by and between SEABOARD COAST LINE RAILROAD COMPANY, a corporation of the State of Virginia, hereinafter called the "Company", party of the first part, and CHEMICAL BANK, a corporation organized and existing under the laws of the State of New York, and L. F. SADLER, of Jacksonville, Florida, as Trustees, parties of the second part, hereinafter called when referred to jointly the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively;

WHEREAS, the Company owns, or is in possession of, under leases or other arrangements, and operates, lines of railroad in the States of Virginia, North Carolina, South Carolina, Georgia, Florida and Alabama; and

WHEREAS, the Company desires to provide funds for its lawful corporate purposes and to borrow money for such corporate purposes; and the Company, pursuant to resolutions duly adopted by its Board of Directors, has authorized the creation of the mortgage imposed by this Indenture upon properties of the Company and the issue hereunder from time to time, in the manner and form provided in this Indenture, of its mortgage bonds, to be known as its Consolidated Mortgage Bonds; and

WHEREAS, the Board of Directors of the Company has approved the form and terms of this Indenture and has duly authorized and directed the execution of this Indenture and delivery thereof to the Trustees; and

WHEREAS, the Bonds may be issued in series, of which the first series is to be designated Consolidated Mortgage 8.35% Bonds, Series A, due March 15, 1996 (hereinafter sometimes referred to as "Bonds of Series A"); and

WHEREAS, the Bonds of Series A and the Corporate Trustee's certificate of authentication to be endorsed thereon are to be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES A]

No..... \$.....

SEABOARD COAST LINE RAILROAD COMPANY

Consolidated Mortgage 8.35% Bond, Series A, due March 15, 1996

SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Virginia (hereinafter called the "Company"), for value received, hereby promises to pay to

or registered assigns,
at the office or agency of the Company in the Borough of Manhattan, City
and State of New York, the principal sum of

Dollars on March 15, 1996, 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, and to pay
interest on said principal sum at the rate of 8.35% per annum, at said office
or agency in like coin or currency, from the interest payment date next
preceding the date of this Bond to which interest has been paid or duly
provided for or March 15, 1971, whichever is later (unless this Bond is
dated after any March 1 or September 1 and on or prior to the next
succeeding March 15 or September 15, as the case may be, in which case, if
interest is paid in accordance with the proviso to this sentence, from such
succeeding March 15 or September 15), semi-annually on March 15 and Sep-
tember 15 of each year, until payment of said principal sum has been made
or duly provided for; provided, however, that so long as there is no existing
default in the payment of interest (and except for the payment of defaulted
interest), the interest payable on any March 15 or September 15 will be paid
to the person in whose name this Bond is registered at the close of business
(whether or not a business day) on the March 1 or September 1, as the
case may be, next preceding such interest payment date. If and to the extent
that the Company shall default in the payment of interest due on any March
15 or September 15, such defaulted interest shall be paid to the person in
whose name this Bond is registered at the close of business on the fifteenth
day (whether or not a business day) next preceding the date fixed by the
Corporate Trustee hereinafter mentioned for the payment of such defaulted
interest, notice of which record date shall be given not less than 15 days
prior to such record date. Any such interest payment shall be made by
check mailed to the person in whose name this Bond is registered at the close
of business on the March 1 or September 1, as the case may be, next preceding
such interest payment date (or with respect to a payment of defaulted interest
on the close of business on the fifteenth day next preceding the date fixed for
the payment of such defaulted interest) at his address as it shall appear on the
registry books of the Company.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET
FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL
PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS
PLACE.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been duly authenticated by the Corporate Trustee.

IN WITNESS WHEREOF, Seaboard Coast Line Railroad Company has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:.....

SEABOARD COAST LINE RAILROAD COMPANY

Attest: By

.....

[FORM OF REVERSE OF BOND OF SERIES A]

This Bond is one of the Consolidated Mortgage Bonds of the Company, hereinafter sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated as of March 15, 1971, executed by the Company to CHEMICAL BANK, a corporation duly organized and existing under the laws of the State of New York (herein called the "Corporate Trustee"), and L. F. SADLER, as Trustees, hereinafter, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and appurtenant coupons, if any, and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 8.35% Bonds, Series A, due March 15, 1996. The aggregate principal amount of Bonds of Series A which may be outstanding at any time is limited to the principal amount of \$50,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, coupons, redemption, conversion and sinking fund provisions, if any, place or places and money or moneys of payment, registration, exchanges and otherwise, all as in the Indenture provided.

If an Event of Default as defined in the Indenture shall occur, the principal of the Bonds may be declared and 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 A are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 months' period commencing March 15	A redemption price of	If redeemed during the 12 months' period commencing March 15	A redemption price of
1971	108.35%	1984	103.42%
1972	107.97%	1985	103.04%
1973	107.59%	1986	102.66%
1974	107.21%	1987	102.28%
1975	106.83%	1988	101.90%
1976	106.45%	1989	101.52%
1977	106.07%	1990	101.14%
1978	105.69%	1991	100.76%
1979	105.31%	1992	100.38%
1980	104.93%	1993	100.00%
1981	104.55%	1994	100.00%
1982	104.18%	1995	100.00%
1983	103.80%		

provided, however, that prior to March 15, 1981 no Bonds of Series A may be redeemed at the option of the Company directly or indirectly from the

proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accordance with generally accepted financial practice, of less than 8.35% per annum.

The Bonds of Series A are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in the Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on March 15, 1977, and on each March 15 thereafter to and including March 15, 1995, at a sinking fund redemption price equal to 100% of the principal amount of the Bonds to be so redeemed.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or premium or interest on, this Bond, or of a change in any such specified percentage, the consent of the holder hereof, all as more fully provided in the Indenture.

The transfer of this Bond is registrable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by duly authorized attorney, and thereupon a new Bond or Bonds of Series A in the same aggregate principal amount will be issued to the transferee in exchange hereof, all as provided in the Indenture.

Prior to due presentment for registration of transfer hereof, the Company, the Trustees, any paying agent and any registrar of the Bonds of Series A may for all purposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series A are issuable in denominations of \$1,000 and any integral multiple thereof. The Bonds of Series A are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series A are interchangeable in like aggregate principal amounts upon surrender for that purpose as provided in the Indenture.

No service charge will be made for any registration of transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[FORM OF CORPORATE TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

CHEMICAL BANK, as Corporate Trustee

By
Authorized Officer

and

WHEREAS, the Bonds of any other series and the Corporate Trustee's certificate of authentication thereon are to be substantially in the forms herein provided for the Bonds of Series A, with such additions and changes, if any, as shall be necessary to reflect any differences in or provisions for dates, dates of maturity, denominations, interest rates, attached coupons, redemption and sinking fund provisions, provisions as to conversion, place or places and money or moneys of payment, and registration and exchange and such other variations between series of Bonds as may be provided for in this Indenture or any supplement hereto; and

WHEREAS, all acts and things prescribed by law and by the Restated Articles of Incorporation and By-Laws of the Company have been duly performed and complied with and the Company has executed this Indenture in the exercise of legal right, power and authority in it vested, and all things necessary to make the Bonds, when executed and delivered by the Company and duly authenticated by the Corporate Trustee, the valid and binding obligations of the Company, and to make this Indenture a valid and binding

mortgage, deed of trust and agreement for the security of the Bonds and coupons, if any, have been done and performed:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises, and in consideration of the acceptance of the Bonds by the holders thereof, and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and premium, if any, on all the Bonds at any time issued and outstanding under this Indenture, according to their tenor and effect, and the interest on all of such Bonds when and as the same shall become payable, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and in order to charge with such payment and with such performance and observance the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities, and other property, real and personal, hereinafter described, the Company has executed and delivered this Indenture and has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns:

FIRST: All and singular the Company's right, title and interest on the date of this Indenture in all lines of railroad owned by it solely or jointly or in common with others, including, specifically but not exclusively, the lines of railroad described in Exhibit A which is annexed hereto and made a part hereof.

SECOND: Any and all rights of way, easements, lands, tenements and hereditaments, fixtures, structures and improvements of whatever kind or description and wherever situated, now or hereafter owned by the Company and appurtenant to any of the Company's lines of railroad or other real property subject to the lien of this Indenture, including, without limitation, any and all main, branch, spur, industrial, switch, connecting, storage, yard or terminal tracks, superstructures, roadbeds, bridges, trestles, culverts, viaducts, buildings, depots, stations, stockyards, warehouses, elevators, car-

houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph, telephone and other communication facilities, fences, docks, structures and fixtures, and all other things of whatsoever kind appurtenant to any of the Company's lines of railroad or other real property subject to the lien of this Indenture. Nothing in this Granting Clause SECOND contained shall be deemed to subject to the lien of this Indenture (i) any lands, or any interests therein, not now used, or hereafter used, by the Company in railroad transportation service or (ii) any lands adjacent to lines of railroad, or any interests therein, now used, or hereafter acquired for use, by the Company for industrial purposes and not now used, or hereafter used, in railroad transportation service.

THIRD: All rights to the use of any and all telegraph, telephone and other communication facilities along the Company's lines of railroad subject to the lien of this Indenture, as they may be used from time to time or may be subject to use by the Company.

FOURTH: All right, title and interest of the Company in and to all Equipment, machinery, tools, implements, materials and supplies used or useful in the business of railroad transportation and assigned for use on or appurtenant to the Company's lines of railroad subject to the lien of this Indenture, now or hereafter owned by, or the title to which is vested in, the Company, and all right, title and interest of the Company in and to any and all such Equipment leased to or possessed by the Company under any equipment trust agreement, conditional sale agreement, lease, chattel mortgage or security agreement.

FIFTH: The shares of capital stock owned by the Company and pledged with or assigned to the Corporate Trustee which are described in Exhibit B which is annexed hereto and made a part hereof.

SIXTH: \$71,819,000 principal amount of Seaboard Air Line Railroad Company First Mortgage 6% Bonds, Series Y, due April 1, 1998, and \$22,784,000 principal amount of Atlantic Coast Line Railroad Company First Mortgage 5% Bonds, Series X, due August 1, 2002.

SEVENTH: Any and all additions, betterments and improvements hereafter acquired or constructed to or upon or appurtenant to any of the Company's lines of railroad subject to the lien of this Indenture, or to or upon

or appurtenant to any other property subject to the lien of this Indenture, including any and all additions, betterments and improvements to Equipment subject to the lien of this Indenture.

EIGHTH: Any and all corporate rights, powers, franchises, privileges and immunities now or hereafter owned or possessed by the Company which may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the Company's lines of railroad subject to the lien of this Indenture or any other property subject to the lien of this Indenture.

NINTH: (a) The Company's one-half leasehold interest in (i) a lease dated October 16, 1924 from the Carolina, Clinchfield and Ohio Railway, Carolina, Clinchfield and Ohio Railway of South Carolina and the Clinchfield Northern Railway of Kentucky, lessors, to Atlantic Coast Line Railroad Company and Louisville and Nashville Railroad Company, lessees, and (ii) a lease dated May 7, 1881 from Georgia Railroad and Banking Company to William M. Wadley, a one-half interest in which was assigned to Atlantic Coast Line Railroad Company under date of August 9, 1899, and any amendment, renewal or extension of either thereof, and (b) the Company's interest on the date of this Indenture or hereafter acquired in any and all other leases, leasehold rights, joint facility and trackage contracts, rights and privileges and amendments, renewals and extensions thereof, for use upon or in connection with or belonging or appertaining to any line of railroad subject to the lien of this Indenture, or relating to the ownership, use or operation of any terminals or union or other stations situated along, or at the terminus of, any line of railroad subject to the lien of this Indenture.

TENTH: All the estate, right, title and interest which the Company at any time hereafter may acquire in or to any property at the time subject to the lien of this Indenture.

ELEVENTH: (a) Any and all property of every kind and description which hereafter may be acquired by the Company in replacement of or substitution for any property which is then subject to the lien of this Indenture, or for use upon or in connection with any of the lines of railroad aforesaid, or for use upon or in connection with any other property, real or personal, which is then subject to the lien of this Indenture; (b) any and all property of every kind and description which hereafter may be acquired by the Company in respect of which Bonds are issued under this Indenture or

Deposited Cash is paid over; (c) any and all property of every kind and description which hereafter may be acquired by the Company, which by any provision of this Indenture is required to be conveyed, mortgaged, pledged, assigned or transferred unto the Trustees; and (d) any securities of an Affiliate owning any property which, if acquired by the Company, would become subject to the lien of this Indenture, other than any such securities of a Class I Carrier.

TWELFTH: Any and all property of every kind and description which, at any time hereafter, by indenture or indentures supplemental hereto, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to the Trustees by the Company, or with the consent of the Company by anyone in its behalf, the Trustees being hereby authorized at any time and at all times to receive such conveyance, mortgage, pledge, delivery, assignment or transfer and to hold and apply any and all such property subject to the trusts of this Indenture; but any conveyance, mortgage, pledge, delivery, assignment or transfer pursuant to the provisions of this Granting Clause TWELFTH which is not required to be made under any provision of this Indenture may be made subject to any liens, present or future, reservations, limitations, conditions and provisions which shall be specified or set forth in such supplemental indenture.

THIRTEENTH: All the rents, issues, tolls, profits and other income from the property herein or hereafter mortgaged, pledged, conveyed or assigned or intended so to be.

Unless and until one or more of the Events of Default shall have happened, it is not intended to include in the lien hereof and this grant shall not be deemed to apply to (a) any rents, issues, tolls, profits or other income from the property herein or hereafter mortgaged, pledged, conveyed or assigned, or (b) any cash (including any bank accounts and time deposits), bills, notes or accounts receivable or contracts (except cash, bills, notes, accounts or contracts specifically pledged or herein required to be pledged hereunder), any choses in action or any traffic or other operating balances, or (c) any materials and supplies or construction materials, or (d) any tools or machinery not constituting fixtures, or (e) any marine equipment, buses, trucks, automobiles or airplanes; but, upon the happening of any Event of Default, all such property which but for this paragraph would be subject to the lien hereof shall immediately become subject to the lien hereof to the extent permitted by law.

EXCEPTED PROPERTIES.

Anything hereinabove contained to the contrary notwithstanding, the Company excepts and reserves, out of the grants hereby made, the following:

(1) the last day of the term of each leasehold estate (oral or written, or any agreement therefor) subject to the lien of this Indenture and now or hereafter enjoyed by the Company;

(2) all Air Rights, provided that the use of such Air Rights does not unreasonably interfere with or adversely affect the use for railroad purposes of the surface of the earth beneath such Air Rights;

(3) all timber and all minerals, including coal, oil, gas, sulphur and other minerals, whether or not similar to the minerals herein specifically mentioned and whether now known to exist or hereafter discovered, and any right, title or interest of any character whatsoever in said timber and minerals upon, under or in any of the property at any time subject to the lien of this Indenture, and all structures, equipment, pipelines and facilities used or provided in connection therewith, together with the right herein reserved in the Company of ingress and egress over, on or upon any of the property subject to the lien of this Indenture at any and all times for the purposes of developing, exploring for, drilling, mining, removing or processing said timber and minerals (except those hereafter acquired which shall have been Bonded), subject to the limitation that the use of the property subject to the lien of this Indenture for railroad purposes may not be interfered with or adversely affected;

(4) all certificates of public convenience and necessity, and all similar certificates and franchises for motor carrier operations and for water carrier operations, and all vehicles, boats, barges and other equipment, machinery, tools, implements, materials and supplies used in connection therewith;

(5) all securities owned by it and issued by the Louisville and Nashville Railroad Company and all other securities (except those specifically pledged or required to be pledged hereunder, and those hereafter acquired which shall have been Bonded); and

(6) any property hereafter acquired by the Company from a Class I Carrier if constituting substantially all the property of such

Class I Carrier whether acquired by purchase, merger, consolidation or otherwise, or any property of any Class I Carrier acquiring substantially all of the property of the Company, by purchase, merger, consolidation or otherwise, unless such property is specifically subjected to the lien of this Indenture by an indenture supplemental hereto or unless such property shall have been Bonded; but in any such event the property of the Company owned prior to such purchase, consolidation, merger or acquisition and subject to the lien of this Indenture shall remain subject to the continuing lien of this Indenture.

TO HAVE AND TO HOLD the premises, railroads, railroad property and appurtenances, rights, privileges, franchises, estates, leaseholds, securities and other property (hereinafter sometimes termed collectively the "trust estate") hereby conveyed, or which may be conveyed or assigned by indentures supplemental hereto, unto the Trustees, their successor or successors in trust and their assigns, forever;

SUBJECT, HOWEVER, (a) as to the properties (whether now owned or hereafter acquired) subject thereto, to the Seaboard Mortgage and the Coast Line Mortgage to the extent that the liens thereof respectively attach, and (b) to Excepted Encumbrances and, in respect of existing Equipment, to Equipment Agreements now in effect or hereafter executed in accordance with the provisions hereof and, in respect of property or Equipment acquired after the date of this Indenture, to liens thereon permitted by the provisions hereof.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of all of the present and future holders of the Bonds and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interest thereon, as and when payable, and the performance of and compliance with the covenants and conditions of this Indenture, without preference, priority or distinction as to lien or otherwise of any Bond over any other Bond of the same or any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that each and every Bond shall have the same right, lien and privilege under this Indenture, and the principal of, premium, if any, and interest payable on every such Bond shall be equally and ratably secured hereby, as if all such Bonds at any time outstanding had

respect to the Bonds of Series A, and with respect to registered Bonds without coupons of any other series if and to the extent so provided in the supplemental indenture creating the Bonds of such other series, interest shall be payable, so long as there is no existing default in the payment of interest, to the persons who are the registered holders of such Bonds on a specified record date prior to each interest payment date, and any such Bond authenticated after a record date and on or prior to the next succeeding interest payment date shall bear interest from such next succeeding interest payment date.

SECTION 1.03. The Bonds of Series A shall

(1) be dated the date of authentication;

(2) mature on March 15, 1996;

(3) bear interest at the rate of 8.35% per annum, payable semi-annually on March 15 and September 15 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof, except that: (a) any Bond of Series A authenticated before September 15, 1971 shall bear interest from March 15, 1971 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series A, such Bonds of Series A shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series A, any Bond of Series A authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, 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;

(5) be registrable as to transfer, and shall be exchangeable for a like aggregate principal amount of Bonds of Series A of other authorized denominations, upon surrender thereof at the office or agency of the

All Common Stock acquired, in respect of which Bonds are authenticated and delivered pursuant to this Section 2.06, shall be delivered to the Corporate Trustee prior to or simultaneously with the authentication and delivery of such Bonds and shall be held by the Corporate Trustee as pledged securities hereunder.

SECTION 2.07. From time to time after the execution of this Indenture, upon delivery to the Corporate Trustee of the documents specified in Section 2.02 hereof, and upon deposit by the Company with the Corporate Trustee of cash in an amount equal to the aggregate principal amount of the Bonds to be authenticated and delivered pursuant to this Section 2.07, Bonds of any series shall be authenticated and delivered by the Corporate Trustee in a principal amount equal to the amount of cash so deposited. Until paid over, as hereinafter in Section 2.09 hereof provided, any cash so deposited with the Corporate Trustee shall be held by it as Deposited Cash.

SECTION 2.08. From time to time after the execution of this Indenture, upon compliance with the provisions of this Section 2.08, Bonds of any series shall be authenticated and delivered by the Corporate Trustee for the purpose of refunding an equal principal amount of Bonds of any series theretofore authenticated and delivered hereunder, which at any time shall have been surrendered to the Corporate Trustee, as hereinafter in this Section 2.08 provided, and whether cancelled or uncanceled.

Whenever the Company shall apply for the authentication and delivery of Bonds for such purpose, the Company shall deliver to the Corporate Trustee

- (1) the documents specified in Section 2.02 hereof;
- (2) an Officers' Certificate describing the Bonds the surrender of which forms the basis of the Request, and stating that such Bonds have not theretofore been Bonded, that none of such Bonds has been purchased pursuant to subparagraph (2) of Section 5.09 hereof, and that, if any of such Bonds of any series were acquired or retired through the operation of any sinking or analogous fund, no Bonds of such series are outstanding; and
- (3) unless theretofore delivered to the Corporate Trustee, such Bonds together with all unmatured coupons, if any, appertaining thereto.

CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

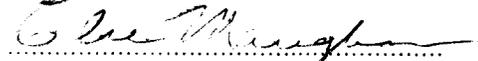
(Corporate Seal)

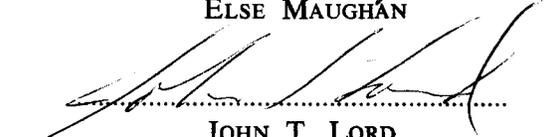
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss:

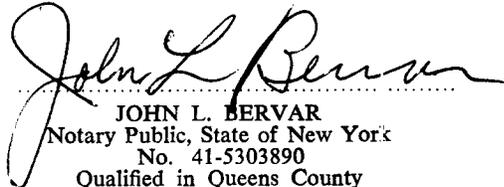
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972


ELSE MAUGHAN


JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

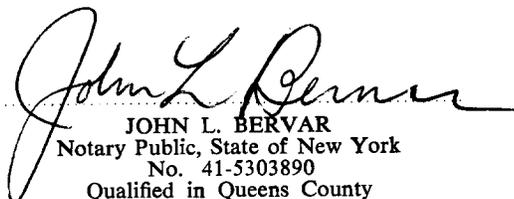
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

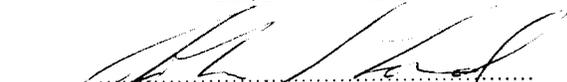
(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

respect to the Bonds of Series A, and with respect to registered Bonds without coupons of any other series if and to the extent so provided in the supplemental indenture creating the Bonds of such other series, interest shall be payable, so long as there is no existing default in the payment of interest, to the persons who are the registered holders of such Bonds on a specified record date prior to each interest payment date, and any such Bond authenticated after a record date and on or prior to the next succeeding interest payment date shall bear interest from such next succeeding interest payment date.

SECTION 1.03. The Bonds of Series A shall

(1) be dated the date of authentication;

(2) mature on March 15, 1996;

(3) bear interest at the rate of 8.35% per annum, payable semi-annually on March 15 and September 15 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof, except that: (a) any Bond of Series A authenticated before September 15, 1971 shall bear interest from March 15, 1971 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series A, such Bonds of Series A shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series A, any Bond of Series A authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, 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;

(5) be registrable as to transfer, and shall be exchangeable for a like aggregate principal amount of Bonds of Series A of other authorized denominations, upon surrender thereof at the office or agency of the

All Common Stock acquired, in respect of which Bonds are authenticated and delivered pursuant to this Section 2.06, shall be delivered to the Corporate Trustee prior to or simultaneously with the authentication and delivery of such Bonds and shall be held by the Corporate Trustee as pledged securities hereunder.

SECTION 2.07. From time to time after the execution of this Indenture, upon delivery to the Corporate Trustee of the documents specified in Section 2.02 hereof, and upon deposit by the Company with the Corporate Trustee of cash in an amount equal to the aggregate principal amount of the Bonds to be authenticated and delivered pursuant to this Section 2.07, Bonds of any series shall be authenticated and delivered by the Corporate Trustee in a principal amount equal to the amount of cash so deposited. Until paid over, as hereinafter in Section 2.09 hereof provided, any cash so deposited with the Corporate Trustee shall be held by it as Deposited Cash.

SECTION 2.08. From time to time after the execution of this Indenture, upon compliance with the provisions of this Section 2.08, Bonds of any series shall be authenticated and delivered by the Corporate Trustee for the purpose of refunding an equal principal amount of Bonds of any series theretofore authenticated and delivered hereunder, which at any time shall have been surrendered to the Corporate Trustee, as hereinafter in this Section 2.08 provided, and whether cancelled or uncanceled.

Whenever the Company shall apply for the authentication and delivery of Bonds for such purpose, the Company shall deliver to the Corporate Trustee

- (1) the documents specified in Section 2.02 hereof;
- (2) an Officers' Certificate describing the Bonds the surrender of which forms the basis of the Request, and stating that such Bonds have not theretofore been Bonded, that none of such Bonds has been purchased pursuant to subparagraph (2) of Section 5.09 hereof, and that, if any of such Bonds of any series were acquired or retired through the operation of any sinking or analogous fund, no Bonds of such series are outstanding; and
- (3) unless theretofore delivered to the Corporate Trustee, such Bonds together with all unmatured coupons, if any, appertaining thereto.

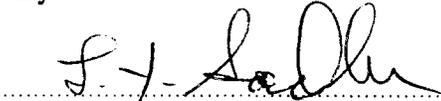
CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

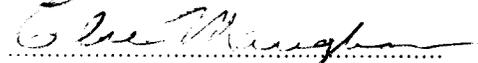
(Corporate Seal)

Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss:

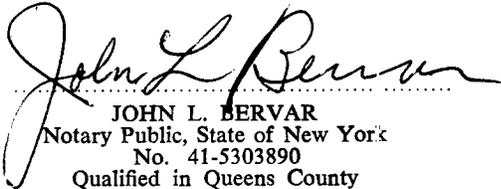
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

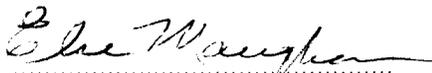
I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

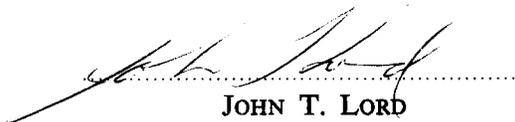
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


 JOHN L. BERVAR
 Notary Public, State of New York
 No. 41-5303890
 Qualified in Queens County
 Cert. Filed in New York County
 Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

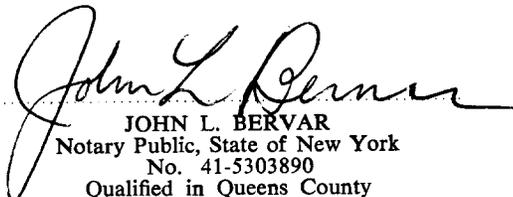
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

All Common Stock acquired, in respect of which Bonds are authenticated and delivered pursuant to this Section 2.06, shall be delivered to the Corporate Trustee prior to or simultaneously with the authentication and delivery of such Bonds and shall be held by the Corporate Trustee as pledged securities hereunder.

SECTION 2.07. From time to time after the execution of this Indenture, upon delivery to the Corporate Trustee of the documents specified in Section 2.02 hereof, and upon deposit by the Company with the Corporate Trustee of cash in an amount equal to the aggregate principal amount of the Bonds to be authenticated and delivered pursuant to this Section 2.07, Bonds of any series shall be authenticated and delivered by the Corporate Trustee in a principal amount equal to the amount of cash so deposited. Until paid over, as hereinafter in Section 2.09 hereof provided, any cash so deposited with the Corporate Trustee shall be held by it as Deposited Cash.

SECTION 2.08. From time to time after the execution of this Indenture, upon compliance with the provisions of this Section 2.08, Bonds of any series shall be authenticated and delivered by the Corporate Trustee for the purpose of refunding an equal principal amount of Bonds of any series theretofore authenticated and delivered hereunder, which at any time shall have been surrendered to the Corporate Trustee, as hereinafter in this Section 2.08 provided, and whether cancelled or uncanceled.

Whenever the Company shall apply for the authentication and delivery of Bonds for such purpose, the Company shall deliver to the Corporate Trustee

- (1) the documents specified in Section 2.02 hereof;
- (2) an Officers' Certificate describing the Bonds the surrender of which forms the basis of the Request, and stating that such Bonds have not theretofore been Bonded, that none of such Bonds has been purchased pursuant to subparagraph (2) of Section 5.09 hereof, and that, if any of such Bonds of any series were acquired or retired through the operation of any sinking or analogous fund, no Bonds of such series are outstanding; and
- (3) unless theretofore delivered to the Corporate Trustee, such Bonds together with all unmatured coupons, if any, appertaining thereto.

CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

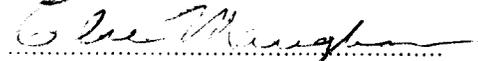
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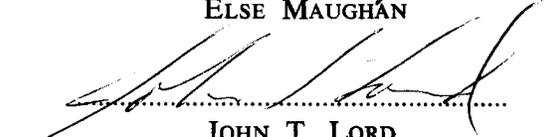
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


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Attesting Witnesses

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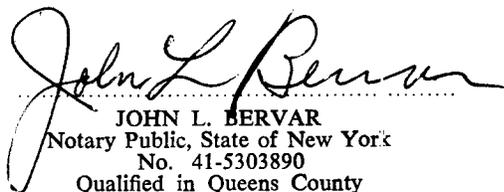
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

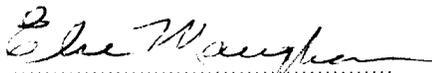
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duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

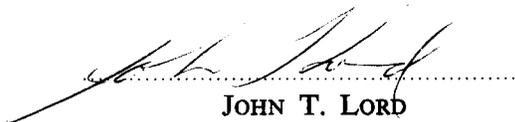
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(NOTARIAL SEAL)


 JOHN L. BERVAR
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COUNTY OF NEW YORK } ss:

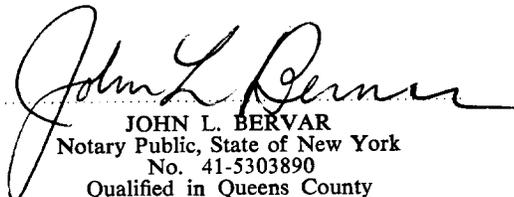
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

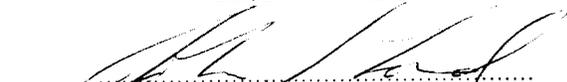
(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

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(5) Boykins, Virginia, to North Carolina State Line	2.77
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(19) Hamlet, North Carolina—N. W. Connection	0.24
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(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
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(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

Item	Approximate Length in Miles
(21) Arcadia, Florida—S. Connection	0.17
(22) Bradley Junction, Florida, to Mulberry, Florida	7.25
(23) T.N. Shops, Florida, to T.N. Junction	0.53
(24) Hookers Point Junction, Florida, to Hookers Point, Florida	2.46
(25) Woods, Florida, to Wye Junction, Florida	3.27
(26) Wye Junction, Florida, to Victor, Florida	0.45
(27) Birmingham, Alabama—K.C.M.&B. Connection	2.48

GROUP C: Lines of railroad of the former Atlantic Coast Line
Railroad Company.

MAIN LINES

- | | |
|---|--------|
| (1) The main line extending from Richmond, Virginia, through Rocky Mount and Fayetteville in North Carolina; Florence and Charleston in South Carolina; Savannah, Jesup, Nahunta and Folkston in Georgia; Jacksonville, Palatka, Sanford, Orlando, Lakeland and Tampa in Florida to Port Tampa, Florida | 893.20 |
|---|--------|

Also main lines extending from:

- | | |
|---|--------|
| (2) Jesup, Georgia, through Waycross, Georgia, to Folkston, Georgia | 72.52 |
| (3) Contentnea, North Carolina, to Wilmington, North Carolina | 104.77 |
| (4) Wilmington, North Carolina, to Pee Dee, South Carolina | 94.74 |
| (5) Florence, South Carolina, to Robbins, South Carolina | 137.08 |
| (6) Waycross, Georgia, to Montgomery, Alabama | 314.04 |
| (7) Waycross, Georgia, to Atlanta, Georgia | 278.29 |
| (8) Manchester, Georgia, to Birmingham, Alabama | 197.08 |
| (9) Dupont, Georgia, to Bartow, Florida | 247.95 |

CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

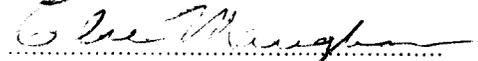
(Corporate Seal)

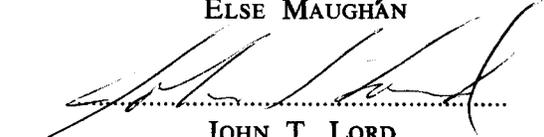
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

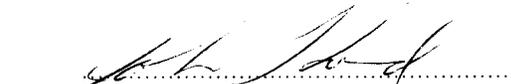
duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972


ELSE MAUGHAN


JOHN T. LORD

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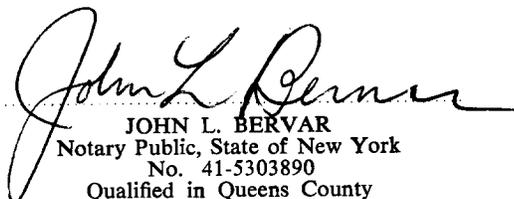
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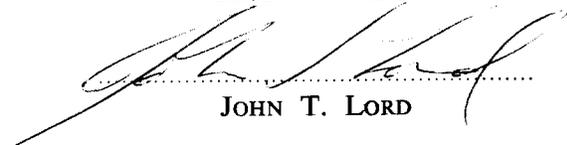
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John L. Bervar
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ELSE MAUGHAN
John T. Lord
JOHN T. LORD

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(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

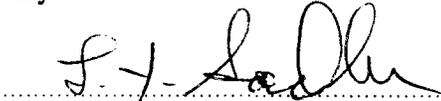
CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

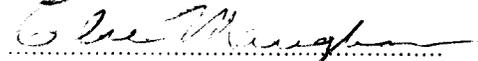
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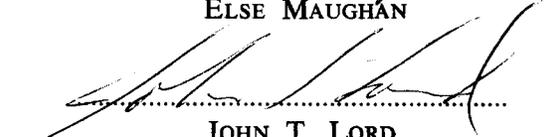
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

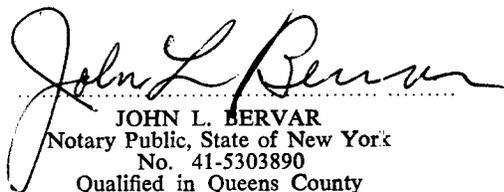
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

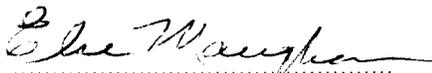
I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


 JOHN L. BERVAR
 Notary Public, State of New York
 No. 41-5303890
 Qualified in Queens County
 Cert. Filed in New York County
 Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss:

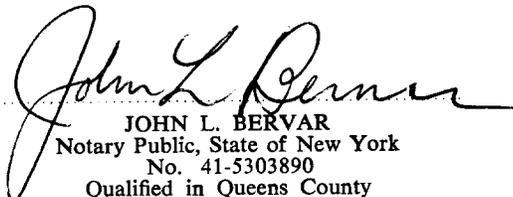
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

Item	Approximate Length in Miles
(21) Arcadia, Florida—S. Connection	0.17
(22) Bradley Junction, Florida, to Mulberry, Florida	7.25
(23) T.N. Shops, Florida, to T.N. Junction	0.53
(24) Hookers Point Junction, Florida, to Hookers Point, Florida	2.46
(25) Woods, Florida, to Wye Junction, Florida	3.27
(26) Wye Junction, Florida, to Victor, Florida	0.45
(27) Birmingham, Alabama—K.C.M.&B. Connection	2.48

GROUP C: Lines of railroad of the former Atlantic Coast Line
Railroad Company.

MAIN LINES

- | | |
|---|--------|
| (1) The main line extending from Richmond, Virginia, through Rocky Mount and Fayetteville in North Carolina; Florence and Charleston in South Carolina; Savannah, Jesup, Nahunta and Folkston in Georgia; Jacksonville, Palatka, Sanford, Orlando, Lakeland and Tampa in Florida to Port Tampa, Florida | 893.20 |
|---|--------|

Also main lines extending from:

- | | |
|---|--------|
| (2) Jesup, Georgia, through Waycross, Georgia, to Folkston, Georgia | 72.52 |
| (3) Contentnea, North Carolina, to Wilmington, North Carolina | 104.77 |
| (4) Wilmington, North Carolina, to Pee Dee, South Carolina | 94.74 |
| (5) Florence, South Carolina, to Robbins, South Carolina | 137.08 |
| (6) Waycross, Georgia, to Montgomery, Alabama | 314.04 |
| (7) Waycross, Georgia, to Atlanta, Georgia | 278.29 |
| (8) Manchester, Georgia, to Birmingham, Alabama | 197.08 |
| (9) Dupont, Georgia, to Bartow, Florida | 247.95 |

Item	Approximate Length in Miles
(10) Bartow (Homine), Florida, to Fort Myers, Florida	93.49
(11) Port Royal, Beaufort County, South Carolina, to Augusta, Georgia	112.76
(12) Augusta, Georgia, to Spartanburg, South Carolina	133.34
(13) Liberty Street—North Tower, Savannah, Georgia	3.68
(14) L&N Connection, Parkwood, Alabama	0.39
(15) South Richmond, Virginia, to Falling Creek, Virginia	5.00
(16) Pinners Point (Portsmouth), Virginia, to Rocky Mount, North Carolina	114.81
(17) Goldsboro Belt Line in North Carolina	3.84
(18) Yadkin Junction (near Wilmington), North Carolina, to Manchester, North Carolina	92.87
(19) Parkton, North Carolina, to Red Springs, North Carolina	12.35
(20) Jonesboro, North Carolina, to Sanford, North Carolina	3.41
(21) Maxton Junction to Maxton, in North Carolina	0.40
(22) Florence, South Carolina, to Wadesboro, North Carolina	63.82
(23) Darlington, South Carolina, to Mont Clare, South Carolina	8.64
(24) Bennettsville, South Carolina, to Marlboro, South Carolina	6.97
(25) Sumter, South Carolina, to Columbia, South Carolina	43.23
(26) Central Railroad connection track at Sumter, South Carolina	0.76
(27) Brunswick, Georgia, to Albany Junction, Georgia	172.48
(28) Sessoms, Georgia, to Alma, Georgia	7.52
(29) Thomasville, Georgia, to Kingwood, Georgia	30.94
(30) Thomasville, Georgia, to Dunnellon, Florida	165.77
(31) Palatka, Florida, to Brooksville, Florida	145.94
(32) Sylvan Lake, Florida, to Clarcona, Florida	17.08

CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

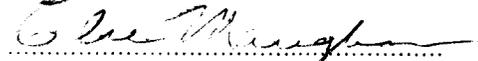
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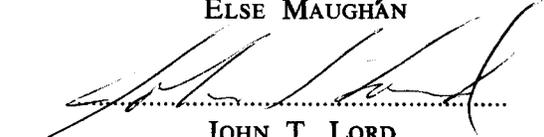
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
 COUNTY OF NEW YORK } SS:

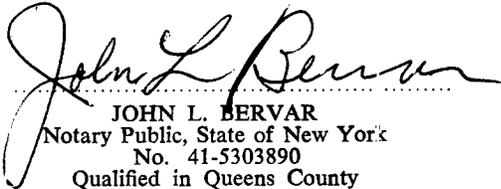
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

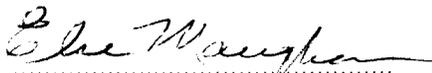
I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

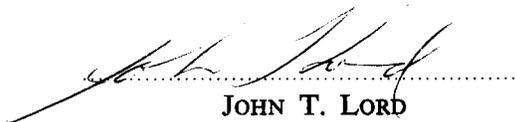
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


 JOHN L. BERVAR
 Notary Public, State of New York
 No. 41-5303890
 Qualified in Queens County
 Cert. Filed in New York County
 Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

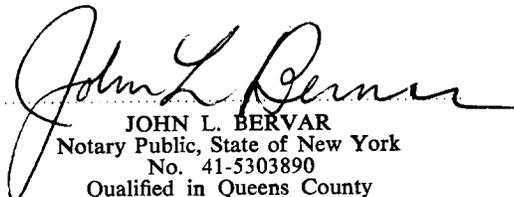
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

Item	Approximate Length in Miles
(21) Arcadia, Florida—S. Connection	0.17
(22) Bradley Junction, Florida, to Mulberry, Florida	7.25
(23) T.N. Shops, Florida, to T.N. Junction	0.53
(24) Hookers Point Junction, Florida, to Hookers Point, Florida	2.46
(25) Woods, Florida, to Wye Junction, Florida	3.27
(26) Wye Junction, Florida, to Victor, Florida	0.45
(27) Birmingham, Alabama—K.C.M.&B. Connection	2.48

GROUP C: Lines of railroad of the former Atlantic Coast Line
Railroad Company.

MAIN LINES

- | | |
|---|--------|
| (1) The main line extending from Richmond, Virginia, through Rocky Mount and Fayetteville in North Carolina; Florence and Charleston in South Carolina; Savannah, Jesup, Nahunta and Folkston in Georgia; Jacksonville, Palatka, Sanford, Orlando, Lakeland and Tampa in Florida to Port Tampa, Florida | 893.20 |
|---|--------|

Also main lines extending from:

- | | |
|---|--------|
| (2) Jesup, Georgia, through Waycross, Georgia, to Folkston, Georgia | 72.52 |
| (3) Contentnea, North Carolina, to Wilmington, North Carolina | 104.77 |
| (4) Wilmington, North Carolina, to Pee Dee, South Carolina | 94.74 |
| (5) Florence, South Carolina, to Robbins, South Carolina | 137.08 |
| (6) Waycross, Georgia, to Montgomery, Alabama | 314.04 |
| (7) Waycross, Georgia, to Atlanta, Georgia | 278.29 |
| (8) Manchester, Georgia, to Birmingham, Alabama | 197.08 |
| (9) Dupont, Georgia, to Bartow, Florida | 247.95 |

Item	Approximate Length in Miles
(10) Bartow (Homine), Florida, to Fort Myers, Florida	93.49
(11) Port Royal, Beaufort County, South Carolina, to Augusta, Georgia	112.76
(12) Augusta, Georgia, to Spartanburg, South Carolina	133.34
(13) Liberty Street—North Tower, Savannah, Georgia	3.68
(14) L&N Connection, Parkwood, Alabama	0.39
(15) South Richmond, Virginia, to Falling Creek, Virginia	5.00
(16) Pinners Point (Portsmouth), Virginia, to Rocky Mount, North Carolina	114.81
(17) Goldsboro Belt Line in North Carolina	3.84
(18) Yadkin Junction (near Wilmington), North Carolina, to Manchester, North Carolina	92.87
(19) Parkton, North Carolina, to Red Springs, North Carolina	12.35
(20) Jonesboro, North Carolina, to Sanford, North Carolina	3.41
(21) Maxton Junction to Maxton, in North Carolina	0.40
(22) Florence, South Carolina, to Wadesboro, North Carolina	63.82
(23) Darlington, South Carolina, to Mont Clare, South Carolina	8.64
(24) Bennettsville, South Carolina, to Marlboro, South Carolina	6.97
(25) Sumter, South Carolina, to Columbia, South Carolina	43.23
(26) Central Railroad connection track at Sumter, South Carolina	0.76
(27) Brunswick, Georgia, to Albany Junction, Georgia	172.48
(28) Sessoms, Georgia, to Alma, Georgia	7.52
(29) Thomasville, Georgia, to Kingwood, Georgia	30.94
(30) Thomasville, Georgia, to Dunnellon, Florida	165.77
(31) Palatka, Florida, to Brooksville, Florida	145.94
(32) Sylvan Lake, Florida, to Clarcona, Florida	17.08

CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

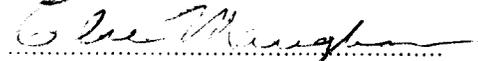
(Corporate Seal)

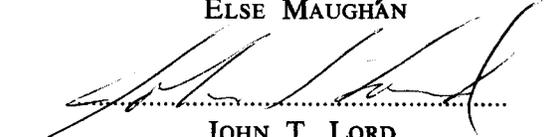
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

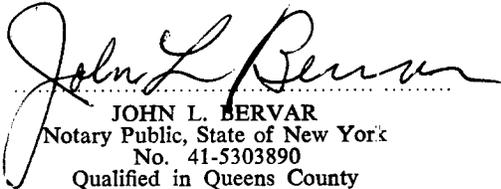
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duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

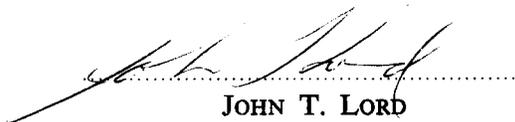
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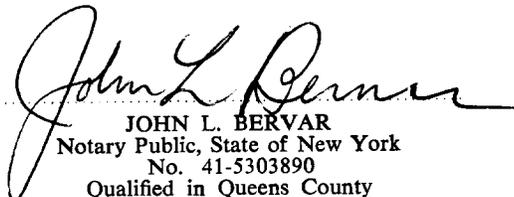
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Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

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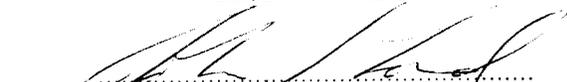
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STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

Item	Approximate Length in Miles
(21) Arcadia, Florida—S. Connection	0.17
(22) Bradley Junction, Florida, to Mulberry, Florida	7.25
(23) T.N. Shops, Florida, to T.N. Junction	0.53
(24) Hookers Point Junction, Florida, to Hookers Point, Florida	2.46
(25) Woods, Florida, to Wye Junction, Florida	3.27
(26) Wye Junction, Florida, to Victor, Florida	0.45
(27) Birmingham, Alabama—K.C.M.&B. Connection	2.48

GROUP C: Lines of railroad of the former Atlantic Coast Line
Railroad Company.

MAIN LINES

- | | |
|---|--------|
| (1) The main line extending from Richmond, Virginia, through Rocky Mount and Fayetteville in North Carolina; Florence and Charleston in South Carolina; Savannah, Jesup, Nahunta and Folkston in Georgia; Jacksonville, Palatka, Sanford, Orlando, Lakeland and Tampa in Florida to Port Tampa, Florida | 893.20 |
|---|--------|

Also main lines extending from:

- | | |
|---|--------|
| (2) Jesup, Georgia, through Waycross, Georgia, to Folkston, Georgia | 72.52 |
| (3) Contentnea, North Carolina, to Wilmington, North Carolina | 104.77 |
| (4) Wilmington, North Carolina, to Pee Dee, South Carolina | 94.74 |
| (5) Florence, South Carolina, to Robbins, South Carolina | 137.08 |
| (6) Waycross, Georgia, to Montgomery, Alabama | 314.04 |
| (7) Waycross, Georgia, to Atlanta, Georgia | 278.29 |
| (8) Manchester, Georgia, to Birmingham, Alabama | 197.08 |
| (9) Dupont, Georgia, to Bartow, Florida | 247.95 |

Item	Approximate Length in Miles
(10) Bartow (Homine), Florida, to Fort Myers, Florida	93.49
(11) Port Royal, Beaufort County, South Carolina, to Augusta, Georgia	112.76
(12) Augusta, Georgia, to Spartanburg, South Carolina	133.34
(13) Liberty Street—North Tower, Savannah, Georgia	3.68
(14) L&N Connection, Parkwood, Alabama	0.39
(15) South Richmond, Virginia, to Falling Creek, Virginia	5.00
(16) Pinners Point (Portsmouth), Virginia, to Rocky Mount, North Carolina	114.81
(17) Goldsboro Belt Line in North Carolina	3.84
(18) Yadkin Junction (near Wilmington), North Carolina, to Manchester, North Carolina	92.87
(19) Parkton, North Carolina, to Red Springs, North Carolina	12.35
(20) Jonesboro, North Carolina, to Sanford, North Carolina	3.41
(21) Maxton Junction to Maxton, in North Carolina	0.40
(22) Florence, South Carolina, to Wadesboro, North Carolina	63.82
(23) Darlington, South Carolina, to Mont Clare, South Carolina	8.64
(24) Bennettsville, South Carolina, to Marlboro, South Carolina	6.97
(25) Sumter, South Carolina, to Columbia, South Carolina	43.23
(26) Central Railroad connection track at Sumter, South Carolina	0.76
(27) Brunswick, Georgia, to Albany Junction, Georgia	172.48
(28) Sessoms, Georgia, to Alma, Georgia	7.52
(29) Thomasville, Georgia, to Kingwood, Georgia	30.94
(30) Thomasville, Georgia, to Dunnellon, Florida	165.77
(31) Palatka, Florida, to Brooksville, Florida	145.94
(32) Sylvan Lake, Florida, to Clarcona, Florida	17.08

Item	Approximate Length in Miles
(33) Winter Garden, Florida, to Mascotte, Florida	22.96
(34) Mable, Florida, to Lacoochee, Florida	14.48
(35) Trilby, Florida, to Clearwater, Florida	57.46
(36) Clearwater, Florida, to St. Petersburg, Florida	15.53
(37) Gary, Florida, to Vitis, Florida	29.02
(38) Wye connections at Gary (Tampa), Florida	0.28

BRANCH LINES

(1) Meadow Junction, Virginia, to Clopton, Virginia	2.98
(2) Dunlop, Virginia, to Collier (via Petersburg), Virginia	6.19
(3) Bruce, Virginia, to Pig Point, Virginia	5.73
(4) Pender, North Carolina, to Kinston, North Carolina	86.03
(5) Tarboro Junction, North Carolina, to Plymouth, North Carolina	53.77
(6) Parmele, North Carolina, to Washington, North Carolina	25.10
(7) Rocky Mount, North Carolina, to Bunn, North Carolina	28.07
(8) Warsaw, North Carolina, to Clinton, North Carolina	13.47
(9) Wilmington Junction, North Carolina, to Newbern Wharf, North Carolina	90.54
(10) Elrod, North Carolina, to Fairmont, North Carolina	12.81
(11) Chadbourn, North Carolina, to Myrtle Beach, South Carolina	52.82
(12) McCormick, South Carolina, to Anderson, South Carolina	58.22
(13) Laurens, South Carolina, to Greenville, South Carolina	36.34
(14) Floyds, South Carolina, to Hartsville, South Carolina	10.05
(15) Bennettsville, South Carolina, to Breeden, South Carolina	3.14

Item	Approximate Length in Miles
(16) Creston, South Carolina, to Giant, South Carolina	34.43
(17) Johns Island, South Carolina, to Ashley River, South Carolina	8.61
(18) Ashley Junction in South Carolina to Rhett Street, North Charleston, South Carolina	0.72
(19) Ashley River Phosphate Branch, Charleston, South Carolina	4.61
(20) Ravenel, South Carolina, to Meggetts, South Carolina	2.97
(21) Green Pond, South Carolina, to Ehrhardt, South Carolina	37.99
(22) Savannah River Wharf Branch, Savannah, Georgia	1.95
(23) Montgomery Belt Line, Montgomery, Alabama	0.55
(24) Albany, Georgia, to Thomasville, Georgia	58.09
(25) Climax, Georgia, to Chattahoochee, Florida	30.82
(26) Grimes, Alabama, to Abbeville, Alabama	26.90
(27) Waterford, Alabama, to Elba, Alabama	37.19
(28) Burnetts Lake, Florida, to Rochelle, Florida	24.66
(29) Dunnellon, Florida, to Crystal River, Florida	13.45
(30) Milldale, Florida, to Wilcox, Florida	107.78
(31) Milldale, Florida, to Quinlan, Florida	4.13
(32) Composite, Florida, to Export Terminal, Jacksonville, Florida	4.20
(33) Beaver Street Junction in Florida to St. Johns River, Jacksonville, Florida	1.58
(34) Fort Mason, Florida, to Umatilla, Florida	4.79
(35) Fort Mason, Florida, to Tavares, Florida	6.56
(36) Okahumpka, Florida, to Howey, Florida	5.30

Item	Approximate Length in Miles
(37) DeLand Junction, Florida, to DeLand, Florida	3.78
(38) Benson Junction, Florida, to Benson, Florida (owned but not operated by the Company)	4.83
(39) Sanford and Everglades Branch, near Sanford, Florida	3.93
(40) Sanford, Florida, to Tavares, Florida	28.15
(41) Sanford, Florida, to Oviedo, Florida	16.80
(42) Dr. Phillips, Florida, to Clarcona, Florida	15.88
(43) Lake Alfred, Florida, to Bartow, Florida	16.34
(44) Haines City, Florida, to Waverly, Florida	9.77
(45) Lake Wales, Florida, to Frostproof, Florida	14.53
(46) Sebring, Florida, to Sunniland, Florida	93.55
(47) Harrisburg, Florida, to Lake Harbor, Florida	39.41
(48) Winston, Florida, to Fort Meade, Florida	27.96
(49) Medulla, Florida, to Ridgewood, Florida	6.68
(50) Okeelanta Branch, Keela, Florida, to Duda, Florida	24.59

EXHIBIT B

The following shares of capital stock owned by the Company and pledged with or assigned to the Corporate Trustee are all subject to the Seaboard Mortgage, as a lien superior to the lien of this Indenture:

Name of Company	Par Value per Share	Number of Shares	Total Par Value	% of Outstanding Stock
Albany Passenger Terminal Company	\$ 100	60	\$ 6,000	5
Athens Terminal Company	100	125	12,500	50
Baltimore Steam Packet Company	1,000	3	3,000	50
Birmingham Terminal Company	100	250	25,000	16.67
Chatham Terminal Company	100	250	25,000	50
Columbia, Newberry & Laurens Railroad Company	25	3,335	83,375	16.67
Fruit Growers Express Company	100	16,355	1,635,500	14.56
Gainesville Midland Railroad Company	No Par	4,140	—	100
Georgia, Florida & Alabama Railroad Company	No Par	10,000	—	100
Jacksonville Terminal Company	100	938	93,800	25
Norfolk and Portsmouth Belt Line Railroad Company	100	72	7,200	12.50
North Charleston Terminal Company	100	350	35,000	33.33
Richmond Terminal Railway Company	100	250	25,000	33.33
Tampa & Gulf Coast Railroad Company	100	2,500	250,000	100
Richmond-Washington Company	100	4,450	445,000	16.67

be in the possession of the Corporate Trustee, and all property then held hereunder by the Trustees, and shall deliver to the Company orders for the payment of any moneys deposited with other depositaries as provided in this Indenture; otherwise, this Indenture shall remain in full force and effect.

Notwithstanding the definition of the term "outstanding" contained in Section 1.01 hereof, for the purposes of this Section 11.02, the term "outstanding" shall be deemed to include all Bonds held in the treasury of the Company or a subsidiary.

ARTICLE TWELVE.

CONSOLIDATION, MERGER, CONVEYANCE AND LEASE.

SECTION 12.01. Nothing in this Indenture or in any Bond shall prevent the consolidation or merger of the Company with or into any other corporation lawfully entitled to acquire and operate the trust estate or the conveyance or lease by the Company of the trust estate as a whole, or substantially as a whole, to any other such corporation, *provided, however*, that

(1) every such consolidation, merger, conveyance or lease shall be on such terms as shall fully preserve the lien and security of this Indenture and the rights and powers of the Trustees and of the holders of the Bonds hereunder and every such lease shall be made expressly subject to termination by the Company or by the Trustees at any time upon the occurrence and during the continuance of an Event of Default and also by the purchaser of the property so leased at any sale thereof under Article Seven hereof;

(2) immediately upon such consolidation, merger, conveyance or lease the Successor Corporation shall, by indenture supplemental hereto, expressly assume the due and punctual payment of the principal of and premium and interest on all of the Bonds according to their tenor and purport and the due and punctual performance of all the terms and conditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Company;

(3) in the case of any such lease, the Company shall also remain obligated for the due and punctual payment of the principal of and premium and interest on all of the Bonds according to their tenor and purport and the due and punctual performance of all the terms and con-

ditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Company; and

(4) the Company or the Successor Corporation shall duly comply with the provisions of Section 4.10 hereof in such manner as to fully protect the lien hereof on the property covered hereby.

For the purposes of this Article Twelve the term "Successor Corporation" shall mean any corporation resulting from any such consolidation or surviving in any such merger or any corporation to which any such conveyance or lease shall be made.

SECTION 12.02. If any supplemental indenture provided for in Section 12.01 hereof does not contain an express grant by the Successor Corporation, as further security for all Bonds, of all of its property and franchises then owned or which it may thereafter acquire, it shall contain

(1) a grant by the Successor Corporation confirming the prior lien of this Indenture upon the trust estate;

(2) a covenant by the Successor Corporation that all property and franchises thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the maintenance and upkeep of the trust estate, to the supplying of adequate Equipment, machinery, tools and supplies, to the making of all needful and proper repairs, renewals and replacements and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien hereof, or of any other covenant herein, shall be conclusively deemed to be acquired by it in performance of such covenant and to have become subject to the lien of this Indenture; and

(3) a covenant by the Successor Corporation to keep the trust estate, so far as practicable, readily identifiable; and a stipulation that the Trustees shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights they would otherwise have.

SECTION 12.03. In case the Company shall be consolidated with or merged into or shall make a conveyance or lease to any other corporation as permitted and upon the terms provided in Section 12.01 hereof, the Successor Corporation, upon executing and delivering to the Trustees the supplemental

indenture provided for in Section 12.01 hereof, shall succeed to and be substituted for the Company with the same force and effect as if it had been named in and had executed this Indenture as the party of the first part hereto, and shall have and possess and may exercise, subject to the terms and conditions of this Indenture, each and every power, authority and right herein reserved to or conferred upon the Company; and thereupon the Successor Corporation may cause to be signed and may issue, either in its own name or in the name of the Company, and under the corporate seal of either the Company or the Successor Corporation, any and all Bonds which shall not theretofore have been signed by the Company and delivered to the Corporate Trustee for authentication; and the Corporate Trustee, upon the Request of the Successor Corporation, and subject to all the terms, conditions and limitations prescribed in this Indenture, shall authenticate any and all Bonds which previously shall have been signed by the Company and delivered to the Corporate Trustee for authentication, and any Bonds which the Successor Corporation shall thereafter cause to be signed and delivered to the Corporate Trustee for such purpose, and deliver the same to the Successor Corporation or upon its order.

SECTION 12.04. All Bonds issued by any Successor Corporation shall in all respects have the same rank and security as the Bonds theretofore issued in accordance with the terms of this Indenture by the Company. In case of any such consolidation, merger, conveyance or lease such changes in phraseology and form (but not in substance) may be made in the Bonds and coupons thereafter to be issued as may be appropriate to reflect any such consolidation, merger, conveyance or lease.

The Trustees may receive an Opinion of Counsel as conclusive evidence that any consolidation, merger, conveyance or lease, and any supplemental indenture delivered to the Trustees pursuant to the provisions of Section 12.01 hereof, comply with the provisions of this Article Twelve.

ARTICLE THIRTEEN.

SUPPLEMENTAL INDENTURES.

SECTION 13.01. The Company, when authorized by a Certified Resolution, 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 hereto and which thereafter shall form a part hereof, for any one or more of the following purposes

(1) to correct the description of any property hereby conveyed, transferred and assigned, or intended so to be, or to convey, transfer and assign to the Trustees and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional property then owned or to be owned by the Company;

(2) to pledge with or assign to the Trustees and to subject to the lien of this Indenture securities of other corporations (as defined in Section 6.01 hereof);

(3) to evidence the succession of another corporation to the Company, or successive successions, in accordance with Article Twelve hereof;

(4) to add to the covenants of the Company such further covenants as the Board of Directors shall consider to be for the protection of the trust estate and of the holders of Bonds, and to make the occurrence and continuance of a default under any of such additional covenants an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture, *provided, however*, that in respect of any such additional covenant such supplemental indenture may provide for a particular period of grace after default which may be shorter or longer than allowed in the case of other defaults or may permit an immediate enforcement upon such default or may limit the remedies available to the Trustees upon such default;

(5) to establish the amount, terms, provisions and conditions of a particular series of Bonds then being issued or about to be issued, and to prescribe the forms of such Bonds and the coupons appertaining thereto, if any, all as provided by Section 1.02 hereof;

(6) to make any modifications herein or in the form of any Bonds or coupons which may be required by law;

(7) to provide additional or other restrictions and limitations upon the issue of Bonds or additional covenants and undertakings of the Company with respect thereto;

(8) to permit Bonds issuable under this Indenture to be appropriately renamed and references in any such Bonds to this Indenture

appropriately to be altered, all in such manner as appropriately to reflect any improvement in the character or priority of the lien of this Indenture; and

(9) for any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

SECTION 13.02. The Trustees are authorized to join with the Company in the execution of any such supplemental indenture, to make any further agreements and stipulations which may be therein contained, not inconsistent with the provisions of this Indenture, and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustees shall not be obligated to enter into any such supplemental indenture which affects the Trustees' own rights, duties and immunities under this Indenture or otherwise.

SECTION 13.03. The Trustees are also authorized to join with the Company in the execution of any supplemental indenture authorized by action taken in accordance with the provisions of Article Fourteen hereof. It shall not be necessary that the bondholders approve the particular form of any such proposed supplemental indenture, but it shall be sufficient if such bondholders shall approve the substance thereof.

SECTION 13.04. The Company agrees to furnish to the Trustees upon the execution and delivery of each supplemental indenture, whether pursuant to the provisions of this Article Thirteen or any other provision of this Indenture, and the Trustees shall be fully protected in relying upon an Opinion of Counsel that the execution of such supplemental indenture is authorized by, and is in compliance with, the provisions of this Indenture and that such supplemental indenture has been duly executed and delivered by the Company.

SECTION 13.05. Each such supplemental indenture shall be recorded, in such offices as may then be required by law in such place or places, if any, as may be necessary to effectuate the lien of this Indenture upon any property conveyed to the Trustees by such supplemental indenture or to protect the lien of this Indenture upon the property theretofore subject to

the lien hereof. Within nine months after the execution of each supplemental indenture the Company shall deliver to the Corporate Trustee an Opinion of Counsel stating that such supplemental indenture has been duly recorded as stated in such Opinion of Counsel and that no additional recording is requisite under the provisions of this Indenture or, as the case may be, that such supplemental indenture is not required to be recorded under the provisions of this Indenture.

Promptly after the execution by the Company and the Trustees of any supplemental indenture entered into as of a date after the date of this Indenture which amends or modifies any provision of this Indenture, the Company shall publish a notice, setting forth in general terms the substance of such supplemental indenture, in a Qualified Newspaper and shall mail a copy of such notice to the holders of registered Bonds (including coupon Bonds registered as to principal). Any failure of the Company to publish and mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

ARTICLE FOURTEEN.

POWERS OF BONDHOLDERS.

The holders of $66\frac{2}{3}\%$ in aggregate principal amount of Bonds then outstanding to be affected by any action proposed to be taken (such Bonds being hereinafter sometimes collectively called the "Affected Bonds") may

(1) authorize the Trustees to join with the Company in making any change in the lien of this Indenture or any other modification in or addition to any provisions of this Indenture or the rights and obligations of the Company or the rights of the holders of all or any series of the Bonds and appurtenant coupons under this Indenture, provided that no modification of or addition to the provisions of this Indenture which, in the opinion of the Corporate Trustee, shall affect the rights, duties or immunities of the Trustees under this Indenture may be made without its written consent;

(2) sanction any compromise with the Company of the rights of the bondholders against the Company or against its property whether such rights shall arise under the provisions of this Indenture or otherwise;

(3) cause the Trustees to release from the lien of this Indenture any of the mortgaged property with or without compliance with the

provisions of Article Five hereof, and whether or not any Events of Default shall have happened or be continuing;

(4) sanction any plan for the reorganization, readjustment or liquidation of the Company;

(5) authorize the Trustees to accept in satisfaction or part satisfaction for the sale or transfer of all or any part of the mortgaged property any securities of any corporation formed or to be formed; and

(6) subject to the rights of a majority in aggregate principal amount of the Bonds then outstanding to waive defaults under Section 7.03 hereof, waive any default on the part of the Company, other than the non-payment of any principal of the Bonds issued under this Indenture or any interest thereon when due, respectively, upon such terms as may be approved by such bondholders;

provided, however, that the bondholders shall have no power to (a) extend the maturity of any Bonds or reduce the rate of interest or the premium payable thereon or otherwise modify the terms of payment of principal (other than a modification of the provisions of any sinking fund established in respect of any Bonds) or premium or interest without the consent of the holder of each Affected Bond, or (b) without the consent of the holders of all Bonds, (i) permit the creation of a Prior Lien, except as permitted by Section 4.07 hereof, on any of the property subject to the lien of this Indenture, or (ii) effect a reduction of the percentage required by this Article Fourteen for any action authorized to be taken by the bondholders pursuant to this Article Fourteen. The consent of the bondholders to the taking of any action provided for in this Article Fourteen shall be evidenced as provided in Section 9.01 hereof.

If the taking of any such action would affect the rights of the holders of the Bonds of more than one series, but would not affect such rights in the same manner or to the same extent, the consent of holders of 66 $\frac{2}{3}$ % in principal amount of the Affected Bonds of each such differently affected series shall be necessary for the taking of the action in question; *provided, however*, that the modification of the terms of the Bonds of a particular series in any respect shall be deemed to affect only the Bonds of such series and the modification of the terms of a part of a series of Bonds shall be deemed to affect only such part of such series.

The Trustees shall be entitled to rely conclusively upon an Opinion of Counsel with respect to the manner and extent, if any, to which any action taken pursuant to this Article Fourteen affects the rights of the holders of Bonds of any of the series of Bonds outstanding or of any part of a series of Bonds outstanding.

Bonds authenticated and delivered after the taking of any action pursuant to this Article Fourteen may bear a notation in form approved by the Corporate Trustee as to any such action, and upon the demand of the holder of any Affected Bond outstanding at the date of the taking of any such action and presentation of his Bond for that purpose, the Company shall cause suitable notation to be made on such Bond, by endorsement or otherwise, as to any such action. If the Company or the Corporate Trustee shall so determine, new Bonds, so modified as to conform, in the opinion of the Trustees and the Board of Directors, to any action taken pursuant to this Article Fourteen, shall be prepared by the Company, authenticated by the Corporate Trustee and delivered, without cost, to the holders of Bonds of the same series then outstanding hereunder upon surrender of such Bonds with all coupons, if any, not previously payable, in equal aggregate principal amounts. The Company or the Corporate Trustee may require the Bonds outstanding to be presented for notation or exchange as aforesaid, if either of them shall see fit to do so.

ARTICLE FIFTEEN.

BONDHOLDERS' MEETINGS.

SECTION 15.01. The Corporate Trustee may at any time call a meeting of bondholders and shall from time to time call such a meeting on the Request of the Company, made pursuant to a Certified Resolution, or on a written request signed by the holders of at least 10% in aggregate principal amount of the outstanding Affected Bonds, provided that the Corporate Trustee shall be furnished at the time of any such request with an amount sufficient to defray the cost of publishing and mailing notice of such meeting in accordance with the provisions of Section 15.02 hereof. Every such written request shall set forth the purposes of such meeting in reasonable detail. Every such meeting of bondholders shall be held in the Borough of Manhattan, City and State of New York.

EXHIBIT A

Description of the lines of railroad subject to the lien of the Consolidated Mortgage of the Seaboard Coast Line Railroad Company dated as of March 15, 1971.

GROUP A: Lines of railroad acquired since merger of July 1, 1967.

Item	Approximate Length in Miles
(1) Charlotte, North Carolina, to Gastonia, North Carolina	22.98
(2) Spartanburg, South Carolina, to Greenwood, South Carolina	88.74
(3) Belmont Junction, North Carolina, to Belmont, North Carolina	3.16
(4) Cowans Ford, North Carolina, to Terrell, North Carolina	16.15
(5) Belton, South Carolina, to Anderson, South Carolina	11.18
(6) South Collier, Virginia, to North Burgess, Virginia	5.26
(7) Ellsworth Junction, Florida, to Astatula, Florida	4.31
(8) Winter Garden, Florida, to Ocoee, Florida	3.25
(9) Hilton, North Carolina, to Navassa, North Carolina	2.52
(10) Rockingham, North Carolina, to Freeman, North Carolina	7.76
(11) Lumberton, North Carolina, to Duart, North Carolina	25.76

GROUP B: Lines of railroad of the former Seaboard Air Line Railroad Company.

MAIN LINES

(1) (Acca) Richmond, Virginia, to Centralia, Virginia	15.49
(2) Dunlop, Virginia, to North Carolina State Line	70.23
(3) Bellwood, Virginia, to Hopewell, Virginia	15.76
(4) Portsmouth, Virginia, to North Carolina State Line	60.25

Item	Approximate Length in Miles
(5) Boykins, Virginia, to North Carolina State Line	2.77
(6) Richmond, Virginia — Broad Street Station Connection	.09
(7) Virginia State Line to Norlina, North Carolina (Richmond Line)	7.75
(8) Virginia State Line to Norlina, North Carolina (Portsmouth Line)	54.99
(9) Norlina, North Carolina, to South Carolina State Line (South of Hamlet)	161.61
(10) Hamlet, North Carolina (East Jct.), to South Carolina State Line	11.17
(11) Wilmington, North Carolina, to Rutherfordton, North Carolina	265.87
(12) Monroe, North Carolina, to South Carolina State Line	14.32
(13) Virginia State Line to Lewiston, North Carolina	32.55
(14) Henderson, North Carolina, to Durham, North Carolina	41.50
(15) Dickerson, North Carolina, to Oxford, North Carolina	2.94
(16) Franklinton, North Carolina, to Louisburg, North Carolina	9.79
(17) Moncure, North Carolina, to Pittsboro, North Carolina	11.45
(18) Ellenboro, North Carolina, to Caroleen, North Carolina	4.65
(19) Hamlet, North Carolina—N. W. Connection	0.24
(20) Hamlet, North Carolina—N. E. Connection	0.45
(21) North Carolina State Line to Charleston, South Carolina Freight Depot	157.44

Item	Approximate Length in Miles
(22) Dupont, South Carolina, to Stono, South Carolina	5.30
(23) Lobeco, South Carolina, to Georgia State Line	39.66
(24) North Carolina State Line to Georgia State Line (Via Columbia)	205.54
(25) North Carolina State Line to Georgia State Line (Birmingham Line)	136.42
(26) McBee, South Carolina, to Hartsville, South Carolina	16.04
(27) Florence, South Carolina, to Pamplico, South Carolina	17.42
(28) Hartsville, South Carolina, to Sumter, South Carolina	38.31
(29) Georgetown, South Carolina, to Andrews, South Carolina	16.19
(30) Catawba, South Carolina, to Great Falls, South Carolina	20.28
(31) Andrews, South Carolina—S. E. Connection	0.19
(32) South Carolina State Line to Alabama State Line (Montgomery Line)	200.03
(33) South Carolina State Line to Alabama State Line (Birmingham Line)	183.53
(34) South Carolina State Line to Savannah, Georgia (Central Jct.)	31.33
(35) Howells (Atlanta), Georgia—Southern Railway Connection	0.76
(36) Howells (Atlanta), Georgia—West Connection	0.21
(37) Rockmart, Georgia, to Cartersville, Georgia	22.82
(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

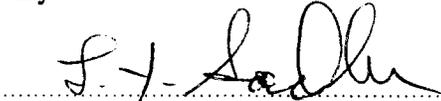
CHEMICAL BANK

By 
M. F. BADAMI
Senior Trust Officer

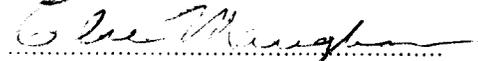
(Corporate Seal)

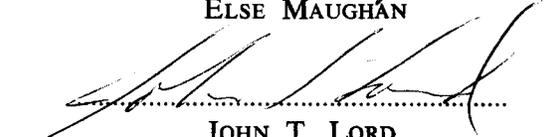
Attest:


O. G. ESTES
Assistant Secretary

 [L. S.]
L. F. SADLER

Signed, sealed and acknowledged by all parties, in the presence of:


ELSE MAUGHAN


JOHN T. LORD
Attesting Witnesses

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

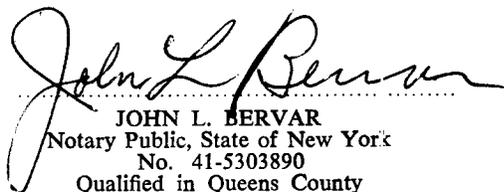
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me J. A. STANLEY, JR. and F. J. PRIMOSCH, personally known to me and personally known to me to be Vice President and Comptroller and Secretary, respectively, of Seaboard Coast Line Railroad Company, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Vice President and Comptroller and Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said J. A. Stanley, Jr. resides at 2403 Saragossa Avenue, Jacksonville, Florida, and that the said F. J. Primosch resides at 3611 Marquette Road, Richmond, Virginia; that said J. A. Stanley, Jr. is Vice President and Comptroller and said F. J. Primosch is Secretary of Seaboard Coast Line Railroad Company, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Vice President and Comptroller and Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

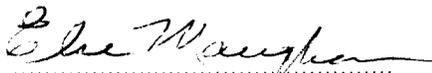
I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me

duly sworn, stated that they saw said seal of said Seaboard Coast Line Railroad Company affixed to said instrument by said F. J. Primosch, its Secretary, and that they also saw said J. A. Stanley, Jr., Vice President and Comptroller, and said F. J. Primosch, Secretary, of said Seaboard Coast Line Railroad Company, sign, attest, deliver and acknowledge the same to be the act and deed of said Seaboard Coast Line Railroad Company, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

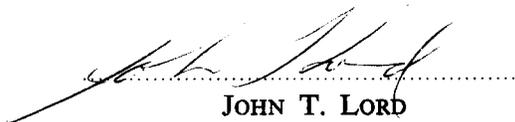
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)


 JOHN L. BERVAR
 Notary Public, State of New York
 No. 41-5303890
 Qualified in Queens County
 Cert. Filed in New York County
 Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss:

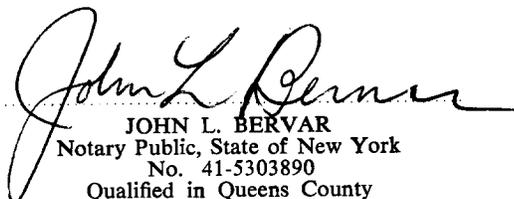
I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me M. F. BADAMI and O. G. ESTES, personally known to me to be a Senior Trust Officer and an Assistant Secretary, respectively, of Chemical Bank, one of the corporations described in and which executed the foregoing instrument, and known to me to be the same persons who subscribed their names to and executed said instrument as such Senior Trust Officer and Assistant Secretary, respectively, who, being by me severally duly sworn, did, each for himself, depose and say and acknowledge that the said M. F. Badami resides at 231 Dorchester Road, Garden City South, New York, and that the said O. G. Estes resides at 36 Knollwood Drive, Ho-ho-kus, New Jersey; that said M. F. Badami is a Senior Trust Officer and said O. G. Estes is an Assistant Secretary of Chemical Bank, a corporation; that the corporate seal affixed to the foregoing instrument as the seal of said corporation is such corporate seal; that said seal was affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Senior Trust Officer and Assistant Secretary in behalf of said corporation by like order and authority; that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and they severally acknowledged to me said instrument to be the free and voluntary act and deed of said corporation, and that said corporation executed the same.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said seal of said Chemical Bank affixed to said instrument by said O. G. Estes, its Assistant Secretary, and that they also saw said M. F. Badami, Senior Trust Officer, and said O. G. Estes, Assistant

Secretary, of said Chemical Bank, sign, attest, deliver and acknowledge the same to be the act and deed of said Chemical Bank, and that they witnessed said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said Else Maughan and said John T. Lord, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

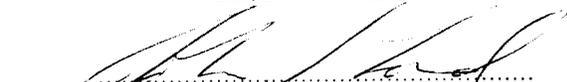
(NOTARIAL SEAL)



JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972



ELSE MAUGHAN



JOHN T. LORD

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, JOHN L. BERVAR, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 24th day of March, 1971, personally appeared before me in said County L. F. SADLER, personally known to me and known to me to be the individual and the same person who is described in and who subscribed his name to and who executed the foregoing instrument, who, being by me duly sworn, deposed and said that he resides at 4928 Arapahoe Avenue, Jacksonville, Florida; and that he signed, sealed, executed and delivered the said instrument freely and voluntarily, and as his free and voluntary act and deed for the uses and purposes therein set forth.

I further certify that said instrument was duly signed, sealed, delivered and acknowledged by said L. F. Sadler, as hereinabove set forth, in the presence of Else Maughan and John T. Lord, who then and there respectively subscribed their names to the same as attesting witnesses, and who, having been by me duly sworn, stated that they saw said L. F. Sadler sign, execute, deliver and acknowledge said instrument to be his act and deed, and that they witnessed the said execution, delivery and acknowledgment thereof by signing their names thereto as attesting witnesses at the instance and in the presence of said L. F. Sadler, and in the presence of each other and in my presence; and said attesting witnesses have affixed their signatures to this certificate (at the left of my own signature) for the purpose of confirming the same so far as it relates to them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(NOTARIAL SEAL)

John L. Bervar
JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890

Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1972

Else Maughan
ELSE MAUGHAN
John T. Lord
JOHN T. LORD

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(38) Savannah (Telfair Jct.), Georgia, to Burroughs, Georgia	9.79
(39) Ogeechee, Georgia, to Florida State Line	90.69
(40) Vidalia, Georgia, to Macon, Georgia	91.78

Item	Approximate Length in Miles
(41) Columbus, Georgia, to Richland, Georgia	38.52
(42) Richland, Georgia—S. W. Connection	0.20
(43) Kimbrough, Georgia, to Albany, Georgia	42.41
(44) Fitzgerald, Georgia, to Ocilla, Georgia	9.57
(45) Howells (Atlanta), Georgia—W. & A. Connection	0.29
(46) Georgia State Line to Jacksonville, Florida	32.72
(47) Jacksonville, Florida, to Chattahoochee, Florida	208.54
(48) Fernandina, Florida, to Yulee, Florida	13.25
(49) Gross, Florida, to Baldwin, Florida	34.60
(50) Baldwin, Florida, to Owensboro, Florida	139.33
(51) Zephyrhills, Florida, to Tampa, Florida	36.99
(52) Jacksonville, Florida—Passenger Connection Enterprise Street	0.58
(53) Baldwin, Florida—S. E. Connection	0.14
(54) Tallahassee, Florida, to St. Marks, Florida	20.46
(55) Drifton, Florida, to Monticello, Florida	4.48
(56) Starke, Florida, to Brooker, Florida	14.95
(57) Buda, Florida, to Bell, Florida	15.96
(58) Air Base—Arredonda, Florida	10.12
(59) Williston, Florida, to Montbrook, Florida	5.90
(60) Montbrook, Florida, to Early Bird, Florida	9.65
(61) Dunnellon, Florida, to Mincoll, Florida	8.89
(62) Globe, Florida, to North Inverness, Florida	5.46
(63) Landrum, Florida, to Tampa Northern Junction, Florida	60.73
(64) Sulphur Springs, Florida—T&GC Connection	0.02

Item	Approximate Length in Miles
(65) Tampa Northern Junction, Florida—N. E. Connection	0.22
(66) Plant City, Florida, to Alcoma, Florida	51.50
(67) Edison Junction, Florida, to Agricola, Florida	12.25
(68) Bartow, Florida, to Homine, Florida	6.78
(69) Plant City, Florida—S. Connection	0.17
(70) Valrico, Florida, to Welcome Jct., Florida	11.66
(71) Durant, Florida, to Manavista, Florida	38.21
(72) Samoset, Florida, to Sarasota, Florida	9.52
(73) Sarasota, Florida, to Venice, Florida	18.11
(74) Sarasota, Florida—Connection (T.S.)	0.22
(75) Tampa, Florida—Passenger Station Connection	0.02
(76) Palmetto Junction, Florida, to Palmetto, Florida	1.66
(77) Tallahassee, Florida—GF&A Connection	0.10
(78) Wildwood, Florida, to Orlando, Florida	53.12
(79) Aloma, Florida, to Lake Charm, Florida	9.18
(80) West Lake Wales, Florida—N. W. Connection	0.08
(81) West Lake Wales, Florida—S. E. Connection	0.06
(82) Coleman, Florida, to Miami, Florida—Freight Depot	274.73
(83) Hialeah Junction, Florida, to Homestead, Florida	30.26
(84) Bradley Junction, Florida, to Port Boca Grande, Florida	89.22
(85) Manatee, Florida, to Bradenton, Florida	0.99
(86) Georgia State Line to Montgomery, Alabama	81.27
(87) Georgia State Line to Birmingham, Alabama	96.85
(88) Birmingham, Alabama—Pass. Connection	0.51
(89) Montgomery, Alabama—Junction to Freight Station	0.18

Item	Approximate Length in Miles
BRANCH LINES	
(1) Richmond, Virginia—Junction to Freight Depot	1.96
(2) Petersburg, Virginia—Dunlop Street to Market Street	0.72
(3) Roanoke Junction, North Carolina, to Roanoke Rapids, North Carolina	2.63
(4) Henrietta Junction, North Carolina, to Henrietta, North Carolina	1.79
(5) Camden, South Carolina—Junction to Freight Station	0.64
(6) Mullins, South Carolina—Junction to Passenger Station	0.42
(7) Limehouse Junction, South Carolina, to Limehouse, South Carolina	0.70
(8) Savannah, Georgia—Island Junction to Freight Station	2.01
(9) Savannah, Georgia—Bridge Junction to Hutchinson Island	2.50
(10) Atlanta, Georgia—Belt Junction to Inman Park	3.59
(11) Jacksonville, Florida—F.&J. Junction to Commodore Point	2.13
(12) Jacksonville, Florida—Junction to Wilson & Toomer	1.49
(13) Dames Point, Florida, to North Shore, Florida	7.96
(14) North Shore, Florida, to Blount Island, Florida	0.53
(15) Quincy Junction, Florida to Quincy, Florida	1.99
(16) Alachua, Florida, Spur	0.59
(17) Coronet Junction, Florida, to Coronet, Florida	1.73
(18) Lake Charm, Florida	0.12
(19) Tampa, Florida, to Seddon Island, Florida	1.72
(20) Arcadia Shops, Florida, to Arcadia, Florida	0.79

Item	Approximate Length in Miles
(21) Arcadia, Florida—S. Connection	0.17
(22) Bradley Junction, Florida, to Mulberry, Florida	7.25
(23) T.N. Shops, Florida, to T.N. Junction	0.53
(24) Hookers Point Junction, Florida, to Hookers Point, Florida	2.46
(25) Woods, Florida, to Wye Junction, Florida	3.27
(26) Wye Junction, Florida, to Victor, Florida	0.45
(27) Birmingham, Alabama—K.C.M.&B. Connection	2.48

GROUP C: Lines of railroad of the former Atlantic Coast Line
Railroad Company.

MAIN LINES

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|---|--------|
| (1) The main line extending from Richmond, Virginia, through Rocky Mount and Fayetteville in North Carolina; Florence and Charleston in South Carolina; Savannah, Jesup, Nahunta and Folkston in Georgia; Jacksonville, Palatka, Sanford, Orlando, Lakeland and Tampa in Florida to Port Tampa, Florida | 893.20 |
|---|--------|

Also main lines extending from:

- | | |
|---|--------|
| (2) Jesup, Georgia, through Waycross, Georgia, to Folkston, Georgia | 72.52 |
| (3) Contentnea, North Carolina, to Wilmington, North Carolina | 104.77 |
| (4) Wilmington, North Carolina, to Pee Dee, South Carolina | 94.74 |
| (5) Florence, South Carolina, to Robbins, South Carolina | 137.08 |
| (6) Waycross, Georgia, to Montgomery, Alabama | 314.04 |
| (7) Waycross, Georgia, to Atlanta, Georgia | 278.29 |
| (8) Manchester, Georgia, to Birmingham, Alabama | 197.08 |
| (9) Dupont, Georgia, to Bartow, Florida | 247.95 |

Item	Approximate Length in Miles
(10) Bartow (Homine), Florida, to Fort Myers, Florida	93.49
(11) Port Royal, Beaufort County, South Carolina, to Augusta, Georgia	112.76
(12) Augusta, Georgia, to Spartanburg, South Carolina	133.34
(13) Liberty Street—North Tower, Savannah, Georgia	3.68
(14) L&N Connection, Parkwood, Alabama	0.39
(15) South Richmond, Virginia, to Falling Creek, Virginia	5.00
(16) Pinners Point (Portsmouth), Virginia, to Rocky Mount, North Carolina	114.81
(17) Goldsboro Belt Line in North Carolina	3.84
(18) Yadkin Junction (near Wilmington), North Carolina, to Manchester, North Carolina	92.87
(19) Parkton, North Carolina, to Red Springs, North Carolina	12.35
(20) Jonesboro, North Carolina, to Sanford, North Carolina	3.41
(21) Maxton Junction to Maxton, in North Carolina	0.40
(22) Florence, South Carolina, to Wadesboro, North Carolina	63.82
(23) Darlington, South Carolina, to Mont Clare, South Carolina	8.64
(24) Bennettsville, South Carolina, to Marlboro, South Carolina	6.97
(25) Sumter, South Carolina, to Columbia, South Carolina	43.23
(26) Central Railroad connection track at Sumter, South Carolina	0.76
(27) Brunswick, Georgia, to Albany Junction, Georgia	172.48
(28) Sessoms, Georgia, to Alma, Georgia	7.52
(29) Thomasville, Georgia, to Kingwood, Georgia	30.94
(30) Thomasville, Georgia, to Dunnellon, Florida	165.77
(31) Palatka, Florida, to Brooksville, Florida	145.94
(32) Sylvan Lake, Florida, to Clarcona, Florida	17.08

Item	Approximate Length in Miles
(33) Winter Garden, Florida, to Mascotte, Florida	22.96
(34) Mable, Florida, to Lacoochee, Florida	14.48
(35) Trilby, Florida, to Clearwater, Florida	57.46
(36) Clearwater, Florida, to St. Petersburg, Florida	15.53
(37) Gary, Florida, to Vitis, Florida	29.02
(38) Wye connections at Gary (Tampa), Florida	0.28

BRANCH LINES

(1) Meadow Junction, Virginia, to Clopton, Virginia	2.98
(2) Dunlop, Virginia, to Collier (via Petersburg), Virginia	6.19
(3) Bruce, Virginia, to Pig Point, Virginia	5.73
(4) Pender, North Carolina, to Kinston, North Carolina	86.03
(5) Tarboro Junction, North Carolina, to Plymouth, North Carolina	53.77
(6) Parmele, North Carolina, to Washington, North Carolina	25.10
(7) Rocky Mount, North Carolina, to Bunn, North Carolina	28.07
(8) Warsaw, North Carolina, to Clinton, North Carolina	13.47
(9) Wilmington Junction, North Carolina, to Newbern Wharf, North Carolina	90.54
(10) Elrod, North Carolina, to Fairmont, North Carolina	12.81
(11) Chadbourn, North Carolina, to Myrtle Beach, South Carolina	52.82
(12) McCormick, South Carolina, to Anderson, South Carolina	58.22
(13) Laurens, South Carolina, to Greenville, South Carolina	36.34
(14) Floyds, South Carolina, to Hartsville, South Carolina	10.05
(15) Bennettsville, South Carolina, to Breeden, South Carolina	3.14

Item	Approximate Length in Miles
(16) Creston, South Carolina, to Giant, South Carolina	34.43
(17) Johns Island, South Carolina, to Ashley River, South Carolina	8.61
(18) Ashley Junction in South Carolina to Rhett Street, North Charleston, South Carolina	0.72
(19) Ashley River Phosphate Branch, Charleston, South Carolina	4.61
(20) Ravenel, South Carolina, to Meggetts, South Carolina	2.97
(21) Green Pond, South Carolina, to Ehrhardt, South Carolina	37.99
(22) Savannah River Wharf Branch, Savannah, Georgia	1.95
(23) Montgomery Belt Line, Montgomery, Alabama	0.55
(24) Albany, Georgia, to Thomasville, Georgia	58.09
(25) Climax, Georgia, to Chattahoochee, Florida	30.82
(26) Grimes, Alabama, to Abbeville, Alabama	26.90
(27) Waterford, Alabama, to Elba, Alabama	37.19
(28) Burnetts Lake, Florida, to Rochelle, Florida	24.66
(29) Dunnellon, Florida, to Crystal River, Florida	13.45
(30) Milldale, Florida, to Wilcox, Florida	107.78
(31) Milldale, Florida, to Quinlan, Florida	4.13
(32) Composite, Florida, to Export Terminal, Jacksonville, Florida	4.20
(33) Beaver Street Junction in Florida to St. Johns River, Jacksonville, Florida	1.58
(34) Fort Mason, Florida, to Umatilla, Florida	4.79
(35) Fort Mason, Florida, to Tavares, Florida	6.56
(36) Okahumpka, Florida, to Howey, Florida	5.30

Item	Approximate Length in Miles
(37) DeLand Junction, Florida, to DeLand, Florida	3.78
(38) Benson Junction, Florida, to Benson, Florida (owned but not operated by the Company)	4.83
(39) Sanford and Everglades Branch, near Sanford, Florida	3.93
(40) Sanford, Florida, to Tavares, Florida	28.15
(41) Sanford, Florida, to Oviedo, Florida	16.80
(42) Dr. Phillips, Florida, to Clarcona, Florida	15.88
(43) Lake Alfred, Florida, to Bartow, Florida	16.34
(44) Haines City, Florida, to Waverly, Florida	9.77
(45) Lake Wales, Florida, to Frostproof, Florida	14.53
(46) Sebring, Florida, to Sunniland, Florida	93.55
(47) Harrisburg, Florida, to Lake Harbor, Florida	39.41
(48) Winston, Florida, to Fort Meade, Florida	27.96
(49) Medulla, Florida, to Ridgewood, Florida	6.68
(50) Okeelanta Branch, Keela, Florida, to Duda, Florida	24.59

EXHIBIT B

The following shares of capital stock owned by the Company and pledged with or assigned to the Corporate Trustee are all subject to the Seaboard Mortgage, as a lien superior to the lien of this Indenture:

Name of Company	Par Value per Share	Number of Shares	Total Par Value	% of Outstanding Stock
Albany Passenger Terminal Company	\$ 100	60	\$ 6,000	5
Athens Terminal Company	100	125	12,500	50
Baltimore Steam Packet Company	1,000	3	3,000	50
Birmingham Terminal Company	100	250	25,000	16.67
Chatham Terminal Company	100	250	25,000	50
Columbia, Newberry & Laurens Railroad Company	25	3,335	83,375	16.67
Fruit Growers Express Company	100	16,355	1,635,500	14.56
Gainesville Midland Railroad Company	No Par	4,140	—	100
Georgia, Florida & Alabama Railroad Company	No Par	10,000	—	100
Jacksonville Terminal Company	100	938	93,800	25
Norfolk and Portsmouth Belt Line Railroad Company	100	72	7,200	12.50
North Charleston Terminal Company	100	350	35,000	33.33
Richmond Terminal Railway Company	100	250	25,000	33.33
Tampa & Gulf Coast Railroad Company	100	2,500	250,000	100
Richmond-Washington Company	100	4,450	445,000	16.67