

(v) at the option of Seaboard, in the event that Coast Line shall be unable to effect on or prior to August 30, 1960 (or such later date as the Board of Directors of Seaboard shall approve as being consistent with the best interests of Seaboard), arrangements satisfactory in form and substance to the Board of Directors of Seaboard whereby the total annual sinking fund requirements on Coast Line's presently outstanding General Mortgage Bonds of Series A, B, C and D, after the effective date of the Plan, shall be in form and substance satisfactory to the Board of Directors of Seaboard, and such shall be evidenced by a supplemental indenture as shall be in form and substance satisfactory to the Board of Directors of Seaboard.

In the event of the termination of the Plan or Articles of Merger as aforesaid by the Board of Directors of either of the Constituent Corporations pursuant to this Paragraph SIXTH, written notice thereof shall forthwith be given to the other Constituent Corporation and the Interstate Commerce Commission and to any other person entitled to notice thereof and thereupon the Plan and the Articles of Merger as then entered into shall become wholly void and of no effect, and there shall be no liability on the part of either Constituent Corporation or their respective Boards of Directors or stockholders to the other Constituent Corporation.

SEVENTH: Each of the Constituent Corporations shall use its best efforts to take any and all action reasonably necessary or appropriate to be taken to effectuate the consummation of the Plan and the merger of the Constituent Corporations as provided therein, including any action further to evidence or assure the succession of the Surviving Corporation and the acquisition by it of its right, title and interest in the property and assets of the Constituent Corporations upon the Plan becoming effective.

Coast Line shall arrange for the holding of meetings of holders of its General Mortgage Bonds, Series A, B, C and D, to authorize the execution of a supplemental indenture modifying the provisions of and the rights of the holders of bonds issued under such General Mortgage with respect to the amount of sinking fund payments to be made with respect to such series of General Mortgage Bonds by the Surviving Corporation, as referred to in Paragraph SIXTH hereof.

EIGHTH: Each Constituent Corporation shall pay any and all expenses incurred by it in fulfilling its obligations hereunder and to effectuate the Plan and merger of the Constituent Corporations as provided thereunder, and shall not be entitled to reimbursement in respect of any thereof from the other Constituent Corporation, regardless of whether or not the Plan or the Articles of Merger shall have been terminated pursuant to Paragraph SIXTH hereof.

NINTH: Unless and until the Plan or the Articles of Merger herein provided for shall have been terminated as provided in Paragraph SIXTH hereof, each of the Constituent Corporations will use its best efforts to maintain its financial position and net assets in at least as good position as existed on April 30, 1960, and will not, except with the consent of the other Constituent Corporation, after May 1, 1960:

(a) Declare or pay, between May 1, 1960 and the effective date of the Plan any dividends on its Common Stock for any calendar year (including the calendar year 1960) other than cash dividends aggregating not more than 65% of its net income after preferred stock dividends for such calendar year or make any other distribution of assets to stockholders or acquire any shares of its stock at a price in excess of the then market price thereof on the New York Stock Exchange (except that Coast Line without such consent may acquire shares of its Original Preferred Stock of the par value of \$100 per share from holders other than The Atlantic Coast Line Company or Mercantile-Safe Deposit and Trust Company); or

(b) Incur, or permit any subsidiary to incur, any liability, obligation or indebtedness other than (i) in the ordinary course of business or (ii) for acquisition of rolling stock, or make any change in its capital structure except as contemplated by the Plan, or dispose, or permit any subsidiary to dispose, of any substantial or material assets other than in the ordinary course of business; for the purposes of this subparagraph (b) the term "subsidiary" shall mean any corporation more than 50% of the voting stock of which is owned directly or indirectly by either of the Constituent Corporations; or