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**ARTICLE TWO.**

The Trustees hereby join in the execution of this Supplemental Indenture, but shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Seaboard Coast Line or for or in respect of the recitals contained herein, all of which recitals are made by the Seaboard Coast Line solely.

**ARTICLE THREE.**

The Seaboard Coast Line covenants that it will cause this Supplemental Indenture to be duly recorded, as may be required by law, in order to perfect, continue and protect the lien of the Mortgage as heretofore and hereby supplemented and amended on all the property covered and intended to be covered thereby, and will furnish an opinion of counsel as to any such recording.

**ARTICLE FOUR.**

This Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

**ARTICLE FIVE.**

This is a Supplemental Indenture to the Mortgage and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become part of the Mortgage, and each of the covenants and obligations of the Seaboard Coast Line herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

IN WITNESS WHEREOF, the corporate parties hereto have caused these presents to be signed by their respective Presidents, Vice-Presidents or Assistant Vice-Presidents, and their respective corporate seals to be hereto affixed