

suit or other proceeding in connection therewith, unless one or more of the holders of the Bonds shall, as often as required by the Trustees, furnish them with reasonable security and indemnity against the cost and expenses of said proceeding, but this provision shall not affect any discretionary power herein given to the Trustees to determine whether or not they shall take action in respect of such default or otherwise.

(d) Except as herein otherwise provided, any notice, request or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustees or any other person to or on the Company shall be deemed to have been sufficiently given and served for all purposes if deposited, postage prepaid, in a United States Post Office letterbox or mail chute, addressed to Seaboard Coast Line Railroad Company, P. O. Box 27581, Richmond, Virginia 23261, until another address is filed by the Company with the Corporate Trustee and thereafter addressed to such other address. Any notice, request or demand by any holder of a Bond or Bonds to or upon the Trustees, or either of them, shall be deemed to have been sufficiently given or made, for all purposes, if given or made at the principal office of the Corporate Trustee.

(e) The Trustees shall be entitled, in taking, failing to take or permitting any action under the provisions of this Indenture, to assume that no Event of Default has happened and is continuing and that there is no Receiver, unless (a) the Corporate Trustee shall have actual knowledge that an Event of Default has happened and is continuing or that there is a Receiver or (b) the holders of not less than 5% in principal amount of the outstanding Bonds shall have notified the Corporate Trustee in writing that an Event of Default has happened and is continuing or that there is a Receiver.

(f) In any instance or instances in which the Trustees are required or permitted, by any provision of this Indenture or in the execution of the trusts hereunder, to exercise discretion; the Trustees may employ an independent engineer, accountant, or other expert or adviser and the Trustees shall be fully protected in relying upon any statement of fact or opinion of any such engineer, accountant, expert or adviser; but nothing in this paragraph shall be construed to require the employment of any such engineer, accountant, expert or adviser.