

1983, plus a premium equal to a percentage of such principal sum as specified in the following table:

If Redeemed During the Year	A Premium of	If Redeemed During the Year	A Premium of
1954	3 %	1969	1 1/2 %
1955	27 %	1970	1 3/4 %
1956	28 1/2 %	1971	1 1/2 %
1957	28 %	1972	1 1/4 %
1958	25 %	1973	1 %
1959	25 %	1974	3/4 %
1960	25 %	1975	3/4 %
1961	25 1/2 %	1976	3/4 %
1962	25 1/2 %	1977	3/4 %
1963	24 1/2 %	1978	3/4 %
1964	2 1/2 %	1979	3/4 %
1965	1 1/2 %	1980	1/2 %
1966	1 1/2 %	1981	1/2 %
1967	1 1/2 %	1982	5/8 %
1968	1 1/2 %		

Registered Bonds of Series B for principal sums exceeding \$1,000 may be redeemed at the option of the Company in portions amounting to \$1,000 or multiples of \$1,000, with premium and interest as aforesaid on the principal sum to be redeemed.

This Bond is transferable by the registered holder hereof in person (or by his attorney duly authorized in writing) at the office or agency maintained by the Company in said City of Chicago, or, at the option of the registered holder, at the office or agency maintained by the Company in said Borough of Manhattan, on registry books kept for such purpose at such offices or agencies, but only in the manner, subject to the limitations, upon payment of the charges provided in the Mortgage, and upon surrender and cancellation of this Bond. Upon any such transfer a new registered Bond or Bonds without coupons of the same series and maturity date and of authorized denominations for the same aggregate principal sum will be issued to the transferee in exchange therefor.

The Company, the Trustees, any paying agent and any bond registrar may deem and treat the registered holder hereof as the absolute owner of this Bond (whether or not this Bond shall have become due and payable), for all purposes, and

neither the Company nor the Trustees nor any paying agent nor any bond registrar shall be bound by any notice to the contrary.

Coupon Bonds of Series B are issuable in the denomination of \$1,000 only. Registered Bonds without coupons of Series B are issuable in denominations of \$1,000 and in multiples of \$1,000. Upon presentation thereof for that purpose at the office or agency maintained by the Company in said City of Chicago or in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon Bonds of Series B, with all unmatured coupons and any matured coupons in default appertaining thereto, may be exchanged for a like aggregate principal amount of registered Bonds without coupons of Series B of authorized denominations, and registered Bonds without coupons of Series B may be exchanged for a like aggregate principal amount of coupon Bonds of Series B bearing all unmatured coupons and any matured coupons in default appertaining thereto or for a like aggregate principal amount of registered Bonds without coupons of Series B of other authorized denominations.

As provided in the Mortgage, no recourse shall be had for the payment of the principal of or the premium if any or interest on this Bond, or for any claim based hereon, or because of the creation of the indebtedness represented hereby, or otherwise in respect hereof, or based on or in respect of the Mortgage or any indenture supplementing or amending the Mortgage, against the Company, its successors, its stockholders, officers or directors, as such, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

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

By Witness: Winthrop, Chicago, Rock Island and Pacific Railroad Company has caused this Bond to be signed by its President or one of its Vice Presidents, and its corporate seal