

of this Bond or such coupon as the case may be (whether or not this Bond or coupon shall have become due and payable) for all purposes, and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be bound by any notice to the contrary.

Coupon Bonds of Series C are issuable in the denomination of \$1,000 only. Registered Bonds without coupons of Series C shall be issuable in the denomination of \$1,000 and multiples of \$1,000. Upon the creation 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 C, 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 C of authorized denominations, and registered Bonds without coupons of Series C may be exchanged for a like aggregate principal amount of coupon Bonds of Series C 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 C 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 supplemental thereto, against any past, present or future incorporator, stockholder, officer or director, as such, of the Company until the expiration of the term of the Mortgage, or 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.

Neither this Bond nor any interest coupon appertaining hereto shall 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.

In Witness Whereof, Chicago, Rock Island and Pacific Railroad Company has caused this Bond to be signed by the manual or

facsimile signature of its President or one of its Vice Presidents and its corporate seal to be affixed hereto or a facsimile thereof to be imprinted or engraved hereon and attested by the manual signature of its Secretary or an Assistant Secretary, and coupons for interest bearing the facsimile signature of its Treasurer to be attached hereto.

Dated February 1, 1958.

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

By
President

Attest:
Secretary

(Form of Interest Coupon for Coupon Bonds
of Series C)

No. \$.....

On 19... unless the Bond hereinafter mentioned shall have been called for previous redemption and payment thereof duly provided for, Chicago, Rock Island and Pacific Railroad Company will pay to bearer upon surrender of this coupon at its office or agency in the City of Chicago, State of Illinois, or, at the option of the bearer, at its office or agency in the Borough of Manhattan, City and State of New York, the amount shown hereon, 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, being six months' interest then due on its First Mortgage 3½% Bond, Series C.

Due February 1, 1958, No.
Treasurer