In Witness Whereof, 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 or a facsimile thereof to be affixed hereto or imprinted or engraved hereon and attested by its Secretary or an Assistant Secretary.

Dated: ....

Chicago, Rock Island and Pacific Railroad Company

By ....
President

Attest:

....
Secretary

ARTICLE II

Redemption of Bonds of Series D

Bonds of Series D may be redeemed as a whole at any time, or in part from time to time, on any date prior to the maturity thereof, at the option of the Company, at a redemption price equal to the principal sum to be redeemed plus (i) all accrued interest on such principal sum to the date fixed for redemption, and (ii), in case of redemption prior to July 1, 1982, a premium equal to a percentage of such principal sum determined as follows:

If Redeemed During the Twelve Months' Period Beginning July 1 of the Year	A Premium of	If Redeemed During the Twelve Months' Period Beginning July 1 of the Year	A Premium of
1958	5 %	1970	2½%
1959	4¾%	1971	2¼%
1960	4⅝%	1972	2⅛%
1961	4⅜%	1973	1⅞%
1962	4⅛%	1974	1⅝%
1963	4 %	1975	1½%
1964	3¾%	1976	1¼%
1965	3½%	1977	1 %
1966	3⅜%	1978	⅞%
1967	3⅛%	1979	⅝%
1968	2⅞%	1980	⅜%
1969	2¾%	1981	¼%

The redemption of Bonds of Series D in accordance with this Article II and the procedure therefor shall be governed by the applicable provisions of Article IV of the Original Mortgage, except as otherwise specified in this Sixth Supplemental Indenture.

ARTICLE III

Concerning the Trustees

The recitals contained in this Sixth Supplemental Indenture and in the Bonds of Series D (except as contained in the Corporate Trustee's certificate of authentication endorsed on such Bonds) shall be taken as the statements of the Company, and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the validity or sufficiency of this Sixth Supplemental Indenture or of the Bonds of Series D or the coupons appertaining thereto.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Sixth Supple-