(Form of Registered Bond without Coupons of Series A) / 20 14

Unicado, Rock Trijayo and Paetro Rainson Company Pinet Montolan 42, Bosta Spines A Dur Jayuany 1, 1994

CHICANO, ROCK ISLAND AND PACIFIC RAREROAD OMPANY, a corporation existing under the laws of the State of Delavate, and having its principal office in the City of Chicago, State of Hinois therein referred to as the "company", for value received, herein referred to as the "company", for value received, herein table of the state of programmed and the state of the refer to a state of the rest of the state of the rest of the state of the there of the state of th CHICAGO, ROCK ISLAND AND PACIFIC RAD,ROAD COMPANY, a conjugation existing under the laws of the

The principal of, prenium if any, and interest on this Bord are payable at the office or agency of the Company in the City of Chicago, State of Ithinais, or, at the option of the registered bolder hererof, artic office or agence, of the Com-pany in the Borough of Manhattan, City and State-of New York.

This Block is one of the kirst Mortgage Bonds of the Com-pany (herein referred to as the Hondy,), not imited in agreeme to the second second and the Mort-gage, issued and to be issued under, and all squally and intably secured by a mortgage and deed of trust dated as

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adder and upon all (giure holders of this Bond), no such modification or alteration shall (i) permit the creation by the Company of any mortizage or other lien in the nature of a mortgane graphic prior to co-on ar parity with the lien of the Mortgane are algorithm or any such with the lien of the Mortgane are algorithm or algorithm of the state of the Mortgane and projectly covered thereby, otherwise that as permitted by the Mortgane or (ii) affect a real-friend of the the holders of the Long, or (iii) affect a real-friend of the presentage required for any action authors of the mort-immers tracefield in this Bond, at the project of the holders by the holders of the Long, or (iii) after or impair the ability ion of the Company to give he principal or the intervet Ypect-Tied in this Bond at the time specified in this Bond, unless the holders of a the totage of the principal or the intervet Ypect-Tied in this Bond at the time specified in this Bond, unless dual to the Bonds at the time specified in the holding and in the Bonds at the time specified in the state to any fixed or determinable date the times of pay wavel of any fixed or determinable date the times of pay wavel of any fixed or determinable date the times of pay wavel of any fixed or determinable date the times of pay wavel of any fixed or determinable date the time or times of pay wavel of any fixed or determinable date the time or the structure of any fixed or determinable date the time or the structure of any fixed or determinable date the time or the outpay of any fixed or determinable date the time or times of pay wavel of any fixed or determinable date there of any and the structure outpay.

This Bond, or portions thereof amounting to \$1,000 or multiples of \$1,000, is subject to redemption on any interest way. This Lend or periods thereof autoauting to \$1000 or nul-tion of \$1500 + embedded the evendomption on any interest pay-near data prior to maturity at the option of the Company or on Jammiry 1 of gay very thread the deviations of only ing (mals befringther mentioned, in each case typen public and notice) of such relegation one cash week-low four faceposite within in a new payor printed in the English language and eucloarative published on each basiness day and of general directlytion in the Gring of Chicago. State of Ultrass, and of general directly in the Borough of Manhattan, City and State of New Yorky the first published to be not least function of a large register the State of Manhattan, City and State of New Yorky the first published to be and least function and any and gal as provided in the Mortange-at a redgemption price equal to the principal sum to be facemed, plus all accredit alterest on each paincipal sum to be itaken ded and accredit and rest on gal as provided in the Mortange-at facemed plus all accredit alterest on each paincipal sum to be itaken due and accredit and rest on gal to a period and the sum to be itaken due to the public of the sum of the principal sum to be itaken due to the sum of the plus of the sum - - Marrie

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11 of Jaimary 1, 1995 (Jotsin referred to as the "Mortgane"), why excertain and delivered by the Unapare to The Free-National Bank of Chicago and Joseph C. Williams, as Tras-tess, and their successors, in trust orbit, Trastees, and their successors in trust are herein referred to as the "Tras-ess", by owhich Mortgane and all inductors supplemental the helds for the Banks and components in experimental the helds for the Banks and components in expert of such secur-ity, the traities of and restrictions space to for each secur-ity, the traities of and restrictions of the Trastees and the security, the traities of and restrictions of the Trastees and the security, the traities of and restrictions of the Trastees and the security, the traities of and restrictions of the Trastees and the security, the traities of and restrictions of the Trastees and the security the traities of and restrictions of the Trastees and the security the traities of an event of the Mortgane. The Banks and the Bonks of any series priorities functions the Banks of the trastee of any series priorities the Banks of the Trastees and the transferred to the trastee tra-teed and any series and the more the Banks of the Trastee and the State and the Banks of the Trastee and the Trastees and the trastee the more transferred to the State and the Banks of the Trastee and the State and the second the the Banks of the Trastee and the State and the second the Banks of the Trastee and the State and the second the Banks of the Trastee and the State and the second the second the State and the Banks of the State and the second the second and the Banks of the State and the second the State and the second there and the Banks of the Banks of the Banks of the Banks and the Banks of the State and the second the second the state of the State there and the Banks of the Banks of the Banks of the Banks of the second and there and the second of the State and the Banks of the Banks of

the rest is finited to \$2007100. If an event of it foult as defined in the Mortzage shall beyon, the principal of this Boolstray's detectared or may beyone the principal of this Boolstray's detectared or may beyone due and payable prior to the stated, date of matirity. Lerver in the manner, with the effect and subject to his even driving provided in the Mortzage permitting the Company and the Trustees at any provided permitting the Company and the Trustees at any provided permitting the Company and the Trustees at any provided permitting the Company and the Trustees at any provided permitting the Company and the Trustees at any provided permitting the the object of the Bonds then automaking mode to harding any with the approval of the Interactic Common for mode permitting the the public regulatory loady gaving prior betted in the premises, to modify any after in any manner any of the provident of the righter of the balders' of the Bands and compone to the directions provided, however, that without the convent of the formpany provided, however, that without the convent of the holders of the Tothe Company and the balders' of the Bands and compone to the directions provided, however, that without the convent of the formpany approxi-tip. Bond, are evidenced by an appropriate leaved endoased hereon (such convent to be conclusive and binding upon such

centing: of such principal moment determined to follows: 55: if redeemed before Devender 31, 1919; 415: if redeemed thereafter but before Devender 31, 1939; 415: if redeemed thereafter but before Devender 31, 1957; 315: if redeemed thereafter but before Devender 31, 1957; 215: if redeemed thereafter but before Devender 31, 1957; 225: if redeemed thereafter but before Devender 31, 1957; 225: if redeemed thereafter but before Devender 31, 1957; 125: if redeemed thereafter but before Devender 31, 1957; 125: if redeemed thereafter but before Devender 31, 1957; 125: if redeemed thereafter, but before Devender 31, 1957; 125: if redeemed thereafter, but before Devender 31, 1957; 125: if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; 1957; if redeemed thereafter, but before Devender 31, 1957; if redeemed thereaf out premium if redecined on or after January 1, 1986.

The Bonds of Setters A are restricted to visible region of into the Setters A Sinking Furth and other sinking hands out of Available Set theorem, if any an other sinking applicable to applicable to a sinking the theorem, if any are solved to be a sinking the base of the sinking applicable to be applied on the sinking setters and the sinking setters are setter as a sinking setter as

This Bond is transferable by the registered holder hereof This Ional is transferable by the registered looker hereds in person (or b) is a storage gldy analyzing in writing) at the office or agency maintained by the Lampany in wide (11) or Chicago, or, at the option of the registered looker, at the office or agency maintained by the Company in faint Ion-ough of Munhatma, our glgytry backs Lepid for such purpose at such offices or agencies, dut only in the manner, subject to the limitations, upon payment of the charges provided in the Mortgage, and upon surrender and inwellation of itse Bond, upon any such transfer a new registered Hoid or Bondg without compone of the same zeries and maturity date and frauthorized documinations for the data surregate principal anount will be issued to the drappieres in exchange therefore. The Converse the Trategra and maturity the transfer

amount while reside to the drapteries in example therefore The Company the Trusteer, any paying neutral and any-bond registrar may deem and treat the registratical bulker ferevor as the absolute $\alpha_{in} = \alpha_{in}$ this least (dath there for not this librat shall have been been from the logical between the proper of receiving any payment then being mode of or α_{in} account of the principal hereof, prediming frame, and there is thereon, and for all effect purposes, and wither there being mode restrict shall be bound by any notice to the contrary.

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