FOR RELEASE OF ANNEXED MORTGAGE SEE COMPARED

MORTGAGE RECORD 140 PAGE 413

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FOR RELEASE OF ANNEXED MORTGAGE SEE

MORTGAGE RECORD 158 PAGE 500

1968 FEB -9 PM 1:57

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee 2/ 50

Ninth Supplemental Indenture

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY 22 pgs

TO

THE FIRST NATIONAL BANK OF CHICAGO

AND

JOSEPH C. WILLIAMS

TRUSTEES

Dated as of January 1, 1968

Creating First Mortgage 7% Bonds,
Series G, Due January 1, 1993

Supplementing and Amending First Mortgage
Dated as of January 1, 1950

La Salle Street Press—Chicago/PrinterLink

This Ninth Supplemental Indenture, dated as of the first day of January, One Thousand Nine Hundred Sixty-eight, between **CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY,** a Delaware corporation (hereinafter referred to as the "Company"), having its principal office in the City of Chicago, State of Illinois, party of the first part, and **THE FIRST NATIONAL BANK OF CHICAGO,** a national banking association (hereinafter referred to as the "Corporate Trustee"), having its office at 38 South Dearborn Street in the City of Chicago, State of Illinois, and **JOSEPH C. WILLIAMS,** of the City of Kansas City, State of Missouri (said Corporate Trustee and Joseph C. Williams being hereinafter together referred to as the "Trustees"), parties of the second part,

WITNESSETH:

WHEREAS, the Company has executed and delivered to the Trustees an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1950 (hereinafter referred to as the "Original Mortgage"), and a First Supplemental Indenture, dated as of November 1, 1952, and a Second Supplemental Indenture, dated as of January 1, 1954, and a Third Supplemental Indenture, dated as of January 1, 1954, and a Fourth Supplemental Indenture, dated as of January 1, 1957, and a Fifth Supplemental Indenture, dated as of February 1, 1958, and a Sixth Supplemental Indenture, dated as of July 1, 1958, and a Seventh Supplemental Indenture, dated as of July 1, 1962; and an Eighth Supplemental Indenture, dated as of January 1, 1967 (the Original Mortgage and the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures being hereinafter referred to collectively as the "Mortgage"), to secure the Company's First Mortgage Bonds (hereinafter referred to as "Bonds"), issuable in series but not limited in aggregate principal amount except as otherwise provided in the Original Mortgage; and

WHEREAS, there have been authenticated and delivered under the Mortgage \$55,000,000 in aggregate principal amount of the Company's First Mortgage 2⅞% Bonds, Series A, due January 1, 1980, of which \$32,739,000 principal amount are Outstanding under the Mortgage; \$16,000,000 in aggregate principal amount of the Company's First Mortgage 3% Bonds, Series B, due January 1, 1984, all of which have been surrendered to the Corporate Trustee for cancellation and have been duly cancelled; $16,000,000 in aggregate principal amount of the Company's First Mortgage 5½% Bonds, Series C, due February 1, 1983, of which $14,798,000 principal amount are Outstanding under the Mortgage; $7,000,000 in aggregate principal amount of the Company's First Mortgage 5% Bonds, Series D, due July 1, 1983, all of which have been held in the Company's treasury and are to be surrendered to the Corporate Trustee for cancellation; $4,000,000 in aggregate principal amount of the Company's First Mortgage 5% Bonds, Series E, due July 1, 1987, all of which have been held in the Company's treasury and are to be surrendered to the Corporate Trustee for cancellation; and $4,500,000 in aggregate principal amount of the Company's First Mortgage 5% Bonds, Series F, due January 1, 1992, all of which are Outstanding under the Mortgage; and

Whereas, the Company desires by this Ninth Supplemental Indenture to create a new series of Bonds, as replacement for the aforesaid Series D and Series E Bonds, to be issued hereunder, to set forth the terms and provisions of such new series and the forms of the Bonds and coupons thereof, and to amend the Mortgage in the respects hereinafter provided; and

Whereas, all of the conditions and requirements necessary to make this Ninth Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof have been duly authorized in all respects by resolution of the Board of Directors of the Company;

Now, Therefore, in consideration of the premises and of the sum of One Dollar in hand paid by the Trustees to the Company at or before the execution and delivery of this Ninth Supplemental Indenture, receipt whereof is hereby acknowledged, it is agreed by and between the Company and the Trustees as follows:

ARTICLE I

Bonds of Series G

Section 1. There is hereby created a seventh series of Bonds of the Company (herein referred to as "Bonds of Series G") to be issued under and secured by the Mortgage. The Bonds of Series G (a) shall be designated as "First Mortgage 7% Bonds, Series G, due January 1, 1993"; (b) shall be dated as of January 1, 1968 (except that all registered Bonds without coupons issued after July 1, 1968, shall be dated as of the first day following the close of the latest period for which interest on Bonds of Series G shall have become due and payable); (c) shall mature January 1, 1993, unless previously redeemed pursuant to Article II of this Ninth Supplemental Indenture or declared due and payable pursuant to Article XIV of the Original Mortgage; (d) shall bear interest payable semi-annually on the first days of January and July of each year at the rate of 7% per annum from the date thereof until the principal sum thereof has been paid, but in the case of coupon Bonds, as to interest due on or before the principal sum becomes due and payable, only upon presentation and surrender of the respective coupons appertaining thereto as they shall mature; (e) shall be payable, as to principal, premium if any, and interest, at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the bearer or registered holder, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, 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; (f) shall be issued as coupon Bonds in the denomination of $1,000 and as registered Bonds without coupons in denominations of $1,000 and in multiples of $1,000, the Bonds of either form to be transferable or exchangeable for Bonds of either form in authorized denominations, and the coupon Bonds to be registrable as to principal, at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the holder or registered owner, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, as provided in Section 5 of Article II of the Original Mortgage; (g) shall be limited in aggregate principal amount to $11,000,000; and (h) shall be redeemable before maturity at the option of the Company upon the terms stated in Article II of this Ninth Supplemental Indenture.

SECTION 2. The Bonds of Series G and the interest coupons to be attached to such thereof as are coupon Bonds are to be in substantially the following forms, respectively:

(Form of Coupon Bond of Series G)

No. $1,000

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

First Mortgage 7% Bond, Series G,
Due January 1, 1993

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a corporation existing under the laws of the State of Delaware, and having its principal office in the City of Chicago, State of Illinois (herein referred to as the "Company"), for value received, hereby promises to pay to bearer or, if this Bond be registered as to principal, then to the registered holder hereof, on January 1, 1993, the principal sum of One Thousand Dollars ($1,000) 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; and to pay interest on said principal sum in like coin or currency at the rate of 7% per annum, semi-annually on the first days of January and July of each year, from the date hereof until said principal sum is paid, but only, in the case of interest due on or before the date said principal sum becomes due and payable, upon presentation and surrender of the respective interest coupons hereto appertaining as they shall mature.

The principal of and interest on this Bond are payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the bearer or registered holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This Bond is one of the First Mortgage Bonds of the Company (herein referred to as the "Bonds"), not limited in aggregate principal amount except as provided in the Mortgage, issued and to be issued under, and all equally and ratably secured by, a mortgage and deed of trust dated as of January 1, 1950 (herein referred to as the "Mortgage"), duly executed and delivered by the Company to The First National Bank of Chicago and Joseph C. Williams, as Trustees, and their successors in trust (which Trustees and their successors in trust are hereinafter referred to as the "Trustees"), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of and restrictions upon the Company and the holders of the Bonds and coupons in respect of such security, the rights, duties and immunities of the Trustees and the terms and conditions under which the Bonds are, and may be, issued and secured. By the terms of the Mortgage, the Bonds may be for various principal sums and are issuable in series, and the Bonds of any series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, sinking fund provisions and otherwise, all as in the Mortgage provided. Bonds of Series G, of which this is one, are designated as the "First Mortgage 7% Bonds, Series G, due January 1, 1993," and the aggregate principal amount thereof is limited to $11,000,000.

If an event of default as defined in the Mortgage shall occur, the principal of this Bond may be declared or may become due and payable prior to the stated date of maturity hereof in the manner, with the effect and subject to the conditions provided in the Mortgage.

The Mortgage contains provisions permitting the Company and the Trustees at any time or times, with the consent of the holders of not less than 66⅔% in aggregate principal amount of all of the Bonds then outstanding and to be directly affected thereby, evidenced as in the Mortgage provided, and with the approval of all public regulatory bodies having jurisdiction in the premises, to modify or alter in any manner any of the provisions of the Mortgage or of any indenture supplemental thereto or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Company; provided, however, that without the consent of the holder of this Bond, as evidenced by an appropriate legend endorsed hereon (such consent to be conclusive and binding upon such holder and upon all future holders of this Bond), no such modification or alteration shall (i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto, with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage, or (ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds, or (iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in this Bond at the places and in the manner specified in this Bond or in any interest coupon appertaining hereto, or (iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series G.

The Bonds of Series G are subject to redemption, in whole at any time or in part from time to time, on any date prior to maturity at the option of the Company, upon publication of notice of such redemption once each week for four successive weeks in a newspaper printed in the English language and customarily published on each business day and of general circulation in the City of Chicago, State of Illinois, and in a like newspaper customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, the first publication to be not less than 30 days and not more than 60 days before the date fixed for redemption, all as provided in the Mortgage, at a redemption price equal to the principal sum to be redeemed, plus all accrued interest on such principal sum to the date fixed for redemption, and, in case of redemption prior to January 1, 1992, plus a premium equal to a percentage of such principal sum as specified in the following table:

If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of	If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of
1968	7.00%	1980	3.50%
1969	6.71%	1981	3.21%
1970	6.42%	1982	2.92%
1971	6.13%	1983	2.63%
1972	5.84%	1984	2.34%
1973	5.54%	1985	2.04%
1974	5.25%	1986	1.75%
1975	4.96%	1987	1.46%
1976	4.67%	1988	1.17%
1977	4.38%	1989	.88%
1978	4.09%	1990	.59%
1979	3.79%	1991	.30%

This Bond is transferable by delivery unless registered as to principal in the holder's name at the office or agency maintained by the Company in said City of Chicago or in said Borough of Manhattan, such registration being noted hereon. After such registration no transfer hereof shall be valid unless made at either said office or agency by the registered holder hereof in person or by his attorney duly authorized in writing, and similarly noted hereon; but this Bond may be discharged from such registration by like transfer to bearer noted hereon, whereupon transferability by delivery shall be restored. Such registration, however, shall not affect the transferability by delivery of the coupons for the interest hereon, and such coupons shall continue to be payable to bearer and transferable by delivery.

The Company, the Trustees, any paying agent and any bond registrar may deem and treat the bearer hereof, or if registered as to principal the registered holder hereof, and the bearer of any interest coupon appertaining hereto whether or not this Bond shall be registered as to principal, as the absolute owner of this Bond or such coupon, as the case may be (whether or not this Bond or such coupon 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 G are issuable in the denomination of $1,000 only. Registered Bonds without coupons of Series G 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 G, 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 G of authorized denominations, and registered Bonds without coupons of Series G may be exchanged for a like aggregate principal amount of coupon Bonds of Series G 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 G 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 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.

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 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, and coupons for interest bearing the facsimile signature of its Treasurer to be attached hereto.

Dated as of January 1, 1968.

CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

By ....
President

Attest:

....
Secretary

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

No. .... $........

On the first day of ...., 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 7% Bond, Series G, due January 1, 1993, No. ....

....
Treasurer

(Form of Registered Bond without Coupons of Series G)

No. .... $........

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

First Mortgage 7% Bond, Series G, Due January 1, 1993

Chicago, Rock Island and Pacific Railroad Company, a corporation existing under the laws of the State of Delaware, and having its principal office in the City of Chicago, State of Illinois (herein referred to as the "Company"), for value received, hereby promises to pay to ...., or registered assigns, on January 1, 1993, the principal sum of .... Dollars ($......) 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; and to pay interest on said principal sum in like coin or currency at the rate of 7% per annum, semi-annually on the first days of January and July of each year, from the date hereof, until said principal sum is paid.

The principal of and interest on this Bond are payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the registered holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This Bond is one of the First Mortgage Bonds of the Company (herein referred to as the "Bonds"), not limited in aggregate principal amount except as provided in the Mortgage, issued and to be issued under, and all equally and ratably secured by, a mortgage and deed of trust dated as of January 1, 1950 (herein referred to as the "Mortgage"), duly executed and delivered by the Company to The First National Bank of Chicago and Joseph C. Williams, as Trustees, and their successors in trust (which Trustees and their successors in trust are hereinafter referred to as the "Trustees"), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of and restrictions upon the Company and the holders of the Bonds and coupons in respect of such security, the rights, duties and immunities of the Trustees and the terms and conditions under which the Bonds are, and may be, issued and secured. By the terms of the Mortgage, the Bonds may be for various principal sums and are issuable in series, and the Bonds of any series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, sinking fund provisions and otherwise, all as in the Mortgage provided. Bonds of Series G, of which this is one, are designated as the "First Mortgage 7% Bonds, Series G, due January 1, 1993," and the aggregate principal amount thereof is limited to $11,000,000.

If an event of default as defined in the Mortgage shall occur, the principal of this Bond may be declared or may become due and payable prior to the stated date of maturity hereof in the manner, with the effect and subject to the conditions provided in the Mortgage.

The Mortgage contains provisions permitting the Company and the Trustees at any time or times, with the consent of the holders of not less than 66⅔% in aggregate principal amount of all of the Bonds then outstanding and to be directly affected thereby, evidenced as in the Mortgage provided, and with the approval of all public regulatory bodies having jurisdiction in the premises, to modify or alter in any manner any of the provisions of the Mortgage or of any indenture supplemental thereto or the rights of the holders of the Bonds and coupons to be directly affected thereby or the rights and obligations of the Company; provided, however, that without the consent of the holder of this Bond, as evidenced by an appropriate legend endorsed hereon (such consent to be conclusive and binding upon such holder and upon all future holders of this Bond), no such modification or alteration shall (i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto, with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage, or (ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds, or (iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in this Bond at the places and in the manner specified in this Bond, or (iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series G.

The Bonds of Series G are subject to redemption in whole at any time or in part from time to time, on any date prior to maturity at the option of the Company, upon publication of notice of such redemption once each week for four successive weeks in a newspaper printed in the English language and customarily published on each business day and of general circulation in the City of Chicago, State of Illinois, and in a like newspaper customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, the first publication to be not less than 30 days and not more than 60 days before the date fixed for redemption, all as provided in the Mortgage, at a redemption price equal to the principal sum to be redeemed, plus all accrued interest on such principal sum to the date fixed for redemption, and, in case of redemption prior to January 1, 1992, plus a premium equal to a percentage of such principal sum as specified in the following table:

If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of	If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of
1968	7.00%	1980	3.50%
1969	6.71%	1981	3.21%
1970	6.42%	1982	2.92%
1971	6.13%	1983	2.63%
1972	5.84%	1984	2.34%
1973	5.54%	1985	2.04%
1974	5.25%	1986	1.75%
1975	4.96%	1987	1.46%
1976	4.67%	1988	1.17%
1977	4.38%	1989	.88%
1978	4.09%	1990	.59%
1979	3.79%	1991	.30%

Registered Bonds of Series G 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 G are issuable in the denomination of $1,000 only. Registered Bonds without coupons of Series G, 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 G, 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 G of authorized denominations, and registered Bonds without coupons of Series G may be exchanged for a like aggregate principal amount of coupon Bonds of Series G 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 G 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 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.

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 as of ....

Chicago, Rock Island and
Pacific Railroad Company

By ....
President

ATTEST:

....
Secretary

ARTICLE II

Redemption of Bonds of Series G

Bonds of Series G 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 January 1, 1992, a premium equal to a percentage of such principal sum determined as follows:

If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of	If Redeemed During the Twelve Months' Period Beginning January 1 of the Year	A Premium of
1968	7.00%	1980	3.50%
1969	6.71%	1981	3.21%
1970	6.42%	1982	2.92%
1971	6.13%	1983	2.63%
1972	5.84%	1984	2.34%
1973	5.54%	1985	2.04%
1974	5.25%	1986	1.75%
1975	4.96%	1987	1.46%
1976	4.67%	1988	1.17%
1977	4.38%	1989	.88%
1978	4.09%	1990	.59%
1979	3.79%	1991	.30%

The redemption of Bonds of Series G 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 Ninth Supplemental Indenture.

ARTICLE III

Concerning the Trustees

The recitals contained in this Ninth Supplemental Indenture and in the Bonds of Series G (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 Ninth Supplemental Indenture or of the Bonds of Series G or the coupons appertaining thereto.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Ninth Supplemental Indenture other than as set forth in the Mortgage; and this Ninth Supplemental Indenture is executed and accepted by the Trustees subject to all of the terms and conditions set forth in the Mortgage as fully to all intents as if the same were set forth herein at length.

ARTICLE IV

Miscellaneous

Section 1. The Mortgage is hereby further amended and supplemented by adding to the first paragraph of Section 2 of Article XVII of the Original Mortgage, as amended and supplemented by Section 1 of Article V of the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture, immediately following clause (iv) of said Section 1 of Article V, the following:

> "provided, further, that, without the consent of the holders of all Bonds of Series G, as evidenced by appropriate legends endorsed thereon, no such modification or alteration shall:
>
> > (i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage; or
> >
> > (ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds; or
> >
> > (iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto; or
> >
> > (iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series G."

All of the other terms, conditions and provisions of the Mortgage, unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Ninth Supplemental Indenture. The Mortgage as supplemented by this Ninth Supplemental Indenture, the lien thereof and the security afforded thereby, are in all respects ratified and confirmed; and the Mortgage and this Ninth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 2. Nothing in this Ninth Supplemental Indenture is intended or shall be construed to confer upon or give to any person, firm or corporation other than the parties hereto and the holders from time to time of the Bonds or coupons issued under the Mortgage any security, right, remedy or claim, legal or equitable, under or by reason of this Ninth Supplemental Indenture or under or by reason of any covenant, condition or provision herein contained; and this Ninth Supplemental Indenture and all covenants, conditions and provisions herein contained are and shall be held to be for the sole and exclusive benefit of the parties hereto and the holders from time to time of the Bonds and coupons issued under the Mortgage and secured thereby.

Section 3. All covenants, promises and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

Section 4. This Ninth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 5. This Ninth Supplemental Indenture is dated as of January 1, 1968, although executed and delivered on the date of the acknowledgment hereof by the Corporate Trustee.

In Witness Whereof, Chicago, Rock Island and Pacific Railroad Company, the party of the first part, has caused this Ninth Supplemental Indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereto, and the same to be attested by its Secretary or its Assistant Secretary; The First National Bank of Chicago, one of the parties of the second part, has caused this Ninth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and the same to be attested by one of its Trust Officers; and Joseph C. Williams, one of the parties of the second part, has hereto set his hand and seal. Executed and delivered in the City of Chicago, State of Illinois, as of the first day of January, 1968.

Chicago, Rock Island and
Pacific Railroad Company

William J. Dixon
Vice President

(CORPORATE SEAL)

ATTEST:

P.A. KASIURAK
Assistant Secretary

In the presence of

L. H. HANLEY

ROSEMARY BURNS

THE FIRST NATIONAL BANK OF CHICAGO

A. J. HURT
Vice President

(CORPORATE SEAL)

ATTEST:

A. R. MENARD
Trust Officer

In the presence of

S. J. COCHRAN

R. E. HANSEN

JOSEPH C. WILLIAMS (L.S.)

In the presence of

RICHARD A. WEISE

INA IRENE HATFIELD

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

BE IT REMEMBERED and I do hereby certify that on this 27th day of December, in the year 1967, before me, JOHN N. PINIO, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. DIXON and P. A. KASIURAK, to me personally known and known to me to be Vice President and Assistant Secretary, respectively, of Chicago, Rock Island and Pacific Railroad Company, the corporation described in and which executed the foregoing instrument, and personally known to me to be the identical persons whose names are subscribed to and who executed the foregoing instrument on behalf of said corporation, who, being by me duly sworn according to law, on their oaths did severally depose, say and acknowledge to me that they are Vice President and Assistant Secretary, respectively, of said Chicago, Rock Island and Pacific Railroad Company, that they well know the seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and was affixed thereto by authority of its Board of Directors and that said instrument was signed, sealed and executed by them in the name and on behalf of said corporation by like authority; and said WILLIAM J. DIXON and P. A. KASIURAK severally acknowledged to me that they, being thereunto duly authorized so to do, signed, sealed with the corporate seal, executed and delivered said instrument in the name and on behalf of said corporation as their free and voluntary act and deed as such Vice President and Assistant Secretary, respectively, and by authority of the Board of Directors of said corporation, and that said instrument was voluntarily executed by said corportion as its free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State this 27th day of December, A.D. 1967.

JOHN N. PINIO
John N. Pinio, Notary Public in and for said State and County

(SEAL)

My commission expires October 25, 1969.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

BE IT REMEMBERED and I do hereby certify that on this 17th day of January, in the year 1968, before me, N. NEHER, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared A. J. HURT and A. R. MENARD, to me personally known and known to me to be a Vice President and a Trust Officer, respectively, of The First National Bank of Chicago, a national banking association, the association described in and which executed the foregoing instrument, and personally known to me to be the identical persons whose names are subscribed to and who executed the foregoing instrument on behalf of said association, who, being by me duly sworn according to law, on their oaths did severally depose, say and acknowledge to me that they are a Vice President and a Trust Officer, respectively, of said The First National Bank of Chicago, that they well know the seal of said association, that the seal affixed to the foregoing instrument is the seal of said association, and was affixed thereto by authority of its By-laws and that said instrument was signed, sealed and executed by them in the name and on behalf of said association by like authority; and said A. J. HURT and A. R. MENARD severally acknowledged to me that they, being thereunto duly authorized so to do, signed, sealed with the association seal, executed and delivered said instrument in the name and on behalf of said association as their free and voluntary act and deed as such Vice President and Trust Officer, respectively, and by authority of the By-laws of said association, and that said instrument was voluntarily executed by said association as its free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State this 17th day of January, 1968.

N. NEHER
Notary Public in and for said State and County

(SEAL)
My commission expires December 16, 1970.

STATE OF MISSOURI }
COUNTY OF JACKSON } SS.

BE IT REMEMBERED and I do hereby certify that on this 25th day of January, in the year 1968, before me, L. M. STALEY, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH C. WILLIAMS, to me personally known and known to me to be the identical person named and described in and whose name is subscribed to and who executed the within and foregoing instrument, who being by me duly sworn, did say and acknowledge that he executed the foregoing instrument; and said JOSEPH C. WILLIAMS acknowledged to me that he signed, sealed, executed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 25th day of January, A. D. 1968.

L. M. STALEY
Notary Public in and for said State and County

(SEAL)
My commission expires May 24, 1969.

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY
GAMBLE, RIEPE, MARTIN & WEBSTER
Attorneys for Iowa
500 Bankers Trust Building
Des Moines, Iowa 50309

February 7, 1968

RE: Ninth Supplemental Indenture - Chicago, Rock Island and Pacific Railroad Company to The First National Bank of Chicago and Joseph C. Williams, Trustees, dated as of Jan. 1, 1968 creating First Mortgage 7% Bonds, Series G, Due January 1, 1993. Supplementing and Amending First Mortgage Dated as of January 1, 1950

County Recorder
Madison County
Winterset, Iowa

Dear Sir:

Enclosed find the following:

1. Original executed Counterpart No. 174 of the instrument referrred to above, bound in white.

2. Conformed copy of the above instrument, bound in gray.

3. Draft in the sum of $21.50, in payment of recording fee. Twenty pages and title page.

4. Duplicate receipt. Please complete and return to me after the instrument is filed for record, showing Book and Page number.

If you desire, the copy bound in gray may be filed as a separate book or it may be reproduced in the regular real estate mortgage records in your office. Please keep the copy of the instrument bound in gray for your records and return the executed counterpart bound in white to me, with your recording stamp endorsed thereon.

As the original executed Counterpart must be filed with the Trustees promptly, I will appreciate it if you will give the matter your immediate attention.

GAMBLE, RIEPE, MARTIN & WEBSTER
Attorneys for Iowa

By John Gamble
John Gamble

JG/bn
Encs.