

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

July 1 shall be the sum of \$1,000,000, or the amount by which the Railway Company's net income (as defined by the Accounting Classification of the Interstate Commerce Commission) for the year ending on December 31 next preceding shall exceed \$10,000,000, whichever shall be the lesser and in such event the payment shall be non-cumulative. Such payments shall be made in cash or in General Mortgage Bonds of any series (other than bonds held in the treasury of the Railway Company or pledged by the Railway Company and which have never been otherwise issued, and other than bonds which have been converted into stock of the Railway Company) in each case of a delivery of bonds at the principal amount thereof or at the cost thereof to the Railway Company, whichever is less (such cost to be exclusive of brokerage and accrued interest) or partly in cash and partly in bonds. Sinking fund money shall be applied by the Trustee to the purchase, as instructed by the Railway Company, of bonds of Series K, L or M at prices not exceeding the then current redemption price applicable for the sinking fund for the respective series, or General Mortgage Bonds of any other series at prices not exceeding the then lowest current redemption price applicable for the sinking fund for any of the bonds of Series K, L or M, in each case exclusive of brokerage and accrued interest, or to the redemption of any of the bonds of Series K, L or M, or upon the request of the Railway Company, to the payment of the principal of any General Mortgage Bond at its stated maturity, all as more fully provided in said Supplemental Indenture. All bonds acquired by or delivered to the Trustee pursuant to the provisions of the sinking fund will be cancelled and no bonds will be issued in place thereof.

In case of certain defaults specified in said indenture, the principal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writing, either at the office of the Railway Company in the City of St. Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this Bond, and thereupon a new registered bond, without coupons, of the same series, will be issued to the transferee in exchange therefor as provided in said indenture. This Bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture and supplements, against any incorporator, stockholder, officer or director, past, present or future, of the Railway 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 of the issue hereof, expressly released as provided in said indenture.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by The First National Bank of the City of New York as Trustee or its successor in trust under said indenture.

In Witness Whereof Great Northern Railway Company has caused this bond to be signed by its President, or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or an Assistant Secretary, this ____ day of ____, 19__.

GREAT NORTHERN RAILWAY COMPANY,

By _____
Vice President.

Attest:

Assistant Secretary.