



**The nationwide boxcar pool**

RAILBOX COMPANY  
101 NORTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 853-3223

DIRECT LINE: (312) 984-3821

THOMAS D. MARION  
TREASURER

1-067A004

March 7, 1991

Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th & Constitutional Avenue, N.W.  
Room 2303  
Washington, DC 20423

8452-D  
RECORDED IN

MAR 8 1991 -10 05 AM  
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Submitted herewith for filing and recordation under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder are two (2) fully executed documents as follows:

Lease Extension Agreement dated as of January 21, 1991, a secondary document supplementing the Lease of Railroad Equipment dated January 1, 1983.

Parties to this transaction are as follows:

Railbox Company (Lessor)  
101 North Wacker Drive  
Chicago, IL 60606

Union Pacific Railroad Company (Lessee)  
Martin Tower  
Eighth & Eaton Avenues  
Bethlehem, PA 18018

MAR 8 9 56 AM '91  
MOTOR OPERATING UNIT

The equipment covered by the documents consists of 50'6" 70-ton capacity general service boxcars (550 units covered in the 1983 Lease).

Enclosed in our check in the amount of \$15.00 to cover filing fees.

Mr. Sidney L. Strickland  
March 7, 1991  
Page Two

Prior recordations pertaining to this Lease Extension Agreement are as follows:

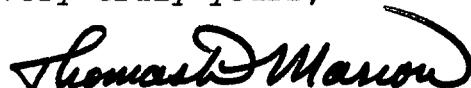
- (1) Conditional Sale Agreement dated as of March 15, 1976, recorded on March 30, 1976, recordation number 8252.
- (2) Agreement and Assignment dated as of March 15, 1976, recorded on March 30, 1976, recordation number 8252-A.
- (3) Lease of Railroad Equipment dated as of January 1, 1983, recorded on January 18, 1983, recordation number 8252-B.
- (4) Assignment of Lease and Agreement dated as of January 1, 1983, recorded on January 18, 1983, recordation number 8252-C.

A short summary of this Lease Extension Agreement to appear in the Index is as follows:

"Lease Extension Agreement dated as of January 21, 1991, covering the extension of the Lease of general service boxcars for a five-year period commencing on July 1, 1991."

Once the filing has been made, please retain one copy and return the remaining stamped counterpart and transmittal letter copy to me via certified mail.

Very truly yours,



TDM/bar  
Enclosures

P.S. Ms. Mildred Lee - As per your previous conversation, please call Jane Congram at 312-984-3841 as soon as these Releases are recorded advising her of the recordation numbers, dates and times. Thank you very much.

8252-10

MAR 8 1991 -10 05 AM

INTERSTATE COMMERCE COMMISSION

**LEASE EXTENSION AGREEMENT**

LEASE EXTENSION AGREEMENT, dated as of the 21st day of January, 1991, by and between Union Pacific Railroad Company, a Utah corporation (hereinafter called the "Lessee"), and Railbox Company, a Delaware corporation (hereinafter called the Lessor").

**WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into that certain Lease of Railroad Equipment, dated as of January 1, 1983 (as amended or supplemented to and including the date hereof, the "Lease"), which Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the United States Code on January 18, 1983, at 2:40 p.m. under recordation numbers 8252 and 8254; and

WHEREAS, the Lessor and the Lessee desire to extend the term of the Lease in accordance with Section 13 thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

1. Capitalized terms used herein and not defined shall have the respective meanings ascribed to such terms in the Lease.
2. The Lessor and the Lessee hereby extend the term of the Lease in respect of all, but not fewer than all, of the Units covered by the Lease, for a five-year period commencing on July 1, 1991, at a rental payable in ten (10) semi-annual payments in arrears, payable on the first day of January and July in each year commencing January 1, 1992 to and including July 1, 1996, each in an amount equal to 2.32% of the Purchase Price of the Units subject to the Lease, rounded upwards to the nearest cent.
3. The Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid shall be that percentage of the Purchase Price of such Unit as is set forth in Schedule A hereto opposite such date.

4. Except as expressly extended and modified by the terms hereof, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

UNION PACIFIC RAILROAD COMPANY

By: *[Signature]*

Title: VP Supply

(CORPORATE SEAL)

Attest:

*C. W. Saylor*  
Title: Asst. Secretary

RAILBOX COMPANY

By: *Thomas Marion*

Title: Treasurer

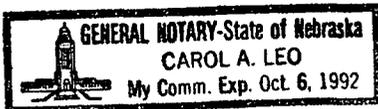
(CORPORATE SEAL)

Attest:

*A. J. Barton*  
Title: Assistant Secretary

STATE OF NEBRASKA )  
 ) SS.:  
COUNTY OF DOUGLAS )

On this 26th day of February, 1991, before me personally appeared Harris Wagenseil to me personally known, who, being by me duly sworn, says that (s)he is Vice President-Supply of Union Pacific Railroad, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carol A. Leo  
Notary Public

(SEAL)

My Commission Expires: October 6, 1992

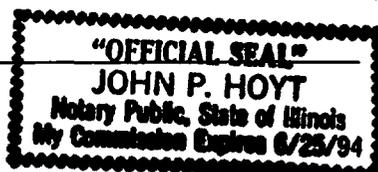
STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF COOK )

On this 25th day of January, 1991, before me personally appeared Thomas D. Marion to me personally known, who, being by me duly sworn, says that (s)he is TREASURER of Railbox Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John P. Hoyt  
Notary Public

(SEAL)

My Commission Expires:



SCHEDULE A

<u>DATE</u>	<u>CASUALTY VALUE PERCENTAGE</u>
January 1, 1992	35.7971
July 1, 1992	34.0419
January 1, 1993	32.2867
July 1, 1993	30.5314
January 1, 1994	28.7762
July 1, 1994	27.0210
January 1, 1995	25.2657
July 1, 1995	23.5105
January 1, 1996	21.7552
July 1, 1996	20.0000