

RECORDATION NO. 21392-B FILED

JUN 12 '98 12-05 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

June 12, 1998

JUN 12 12 04 PM '98

Counterpart - Patty Gowan
RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of an Amendment to Schedule A, dated May 7, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously recorded with the Board under Recordation Number 21392.

The names and addresses of the parties to the enclosed document are:

Borrower: Pioneer Railroad Equipment Co., Ltd.
1318 S. Johanson Road
Peoria, Illinois 61607

Secured Party: Lyon Credit Corporation
1226 East Main Street
Stanford, Connecticut 06902

A description of the railroad equipment covered by the enclosed documents is:

set forth in the Amendment

Mr. Vernon A. Williams
June 12, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 21392-B FILED

JUN 12 '98 12-05 PM

Amendment to Schedule "A"

Amendment to Schedule "A" of the Security Agreement between Pioneer Railroad Equipment Co., Ltd. (Borrower) and Lyon Credit Corporation (Secured Party) executed May 7, 1998.

The identification numbers of two (2) of the 1968 50' Insulated Box Cars are hereby amended from ALAB 8962 and ALAB 8964 to ALAB 8982 and ALAB 8984.

Except as specifically modified herein, the Security Agreement and all other loan documents (heretofore amended) remain unmodified and in full force and effect.

LYON CREDIT CORPORATION
as Secured Party

PIONEER RAILROAD EQUIPMENT CO.,
INC. As Borrower

By: *Michael Carlson*
Name: MICHAEL CARLSON
Title: AVP

By: *J. Michael Call*
Name: J. M. Michael Call
Title: CFO

This is a true copy of original.
Julie Lynne Milbrath
6-16-98

