

Secretary - Vernon Williams

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ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OCT 21 11 47 AM '96
OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

October 18, 1996

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 two (2) copies of a Security Documents Supplement, dated as of October 21, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement and Assignment of Leases which were previously filed with the Board under Recordation Numbers 20270-A and 20270-B

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

Borrower	DJJ Leasing Ltd 300 Pike Street Cincinnati, Ohio 45202
Secured Party	MeesPierson, N V Coolsingel 93 PO Box 749 3000 AS Rotterdam The Netherlands

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

300 gondola railcars bearing reporting marks and road numbers FCEN 96200 through FCEN 96499, inclusive The Lease referred to in the Supplement is being filed concurrently herewith under Recordation Number 20314

Mr. Vernon A. Williams

October 18, 1996

Page 2

Also enclosed is a check in the amount of \$22 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy 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. 20270-c FILED 1425

SECURITY DOCUMENTS SUPPLEMENT OCT 1 1996 - 11 50 AM

SUPPLEMENT NO. 1
TO THE
SECURITY AGREEMENT
DATED AS OF SEPTEMBER 23, 1996
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
MEESPIERSON, N.V.,
AS AGENT
(the "AGENT")
AND
TO THE
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Agent entered into a certain Term Loan Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Security Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Assignment of Leases dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Loan Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Agent supplements to its Security Agreement and Assignment of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: the Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 21 day of October, 1996.

DJJ LEASING LTD.

By 
Name: David M. Moffett
Title: Vice President

MEESPIERSON, N.V., as Agent

By _____
Name:
Title:

STATE OF OHIO)
 : ss. :
 HAMILTON COUNTY)

On this 17th day of October, 1996, before me, personally appeared David M. Moffett to me personally known, who being by me duly sworn, says that he resides at c/o 425 Walnut Street, Cincinnati Ohio 45202 and is Vice President of DJJ Leasing Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Richard J. Hidy
Notary Public



RICHARD J. HIDY, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03



The undersigned, Michael Andreas Josephus Cornelis Maria van Agt, civil law notary, officiating in Rotterdam, The Netherlands, hereby certifies that the signatures appearing on the attached document are the true and genuine signatures of:

1. Mr Cornelis Eibartus Stronkhorst, residing in (3055 VB) Rotterdam, The Netherlands, Grindweg 58, born in Groningen, The Netherlands, on May 13, 1941, of Dutch nationality, identified by means of his passport with number N07843296; and
2. Mr Johannes Pieter Michiel Munting, residing in (3065 DA) Rotterdam, The Netherlands, Kornelis van Tollaan 31, born in 's-Gravenhage, The Netherlands, on July 4, 1964, of Dutch nationality, identified by means of a passport with number N04620947.

According to the information filed with the Trade Register of the Chamber of Commerce and Industry in Amsterdam, The Netherlands, provided to the undersigned today, Mr Cornelis Eibartus Stronkhorst and Mr Johannes Pieter Michiel Munting are respectively proxy G and B of the public company: **Mees-Pierson N.V.**, established in Amsterdam, The Netherlands, and having a branch office in Rotterdam, and as such fully entitled to represent the said company jointly and to sign the attached document on behalf of the said company.

Rotterdam, The Netherlands, April 10, 1997.



IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 21 day of October, 1996.

DJJ LEASING LTD.

By _____

Name:
Title:

MEESPIERSON, N.V., as Agent

By _____

Name: H.J.H. ZEEUWEN
Title: PROXY G

J.A. ROGAAR
PROXY C.



The undersigned, Michael Andreas Josephus Cornelis Maria van Agt, civil law notary, officiating in Rotterdam, The Netherlands, hereby certifies that according to the information filed with the Trade Register of the Chamber of Commerce and Industry in Amsterdam, The Netherlands, provided to the undersigned today:

1. Mr Hendrikus Johannes Hubertus Zeeuwen, residing in (2587 PJ) The Hague, The Netherlands, Groningsestraat 355, born in Eindhoven, The Netherlands, on August 16, 1943, of Dutch nationality identified by means of a passport with number C084634; and
2. Mr Jan Pieter Rogaar, residing in (1075 CB) Amsterdam, The Netherlands, Saxen Weimarlaan 16hs, born in Amsterdam, The Netherlands, on August 14, 1964, of Dutch nationality, identified by means of a passport with number H763124;

are respectively proxy G and C of the public company: **Mees-Pierson N.V.**, established in Amsterdam, The Netherlands, and having a branch office in Rotterdam, and as such fully entitled to represent the said company jointly.

Rotterdam, The Netherlands, October 18, 1996



EXHIBIT 1

**TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF OCTOBER 21, 1996,
BETWEEN DJJ LEASING LTD. AND MEESPIERSON, N.V., AS AGENT**

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

Rptg Mark	Car Numbers	AAR Desg.	Contract	Effective Date
FCEN	96200 through 96499 (inclusive)	G519	Consolidated Rail Corporation	October 7, 1996

OTHER COLLATERAL

DEC 11 1996 - 11 35 AM

SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO. 2
TO THE
SECURITY AGREEMENT
DATED AS OF SEPTEMBER 23, 1996
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
MEESPIERSON, N.V.,
AS AGENT
(the "AGENT")
AND
TO THE
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Agent entered into a certain Term Loan Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Security Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Assignment of Leases dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Loan Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Agent supplements

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to its Security Agreement and Assignment of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: the Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 2nd day of December, 1996.

DJJ LEASING LTD.

By 
Name: JAMES H. GOETZ
Title: Vice President

MEESPIERSON, N.V., as Agent

By _____
Name: _____
Title: _____

