RECEIVED
SURFACE TRANSPORTATION
BOARD

MAR 31 3 31 PM '97

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973

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

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

OF COUNSEL
URBAN A LESTER

Counterparts - Ethel M Lim

March 31, 1997

RECORDATION No. 20270-F
Filed pursuant to the

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 No 4, dated as of March 7, 1997, 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

100 railcars bearing reporting marks and road numbers TNMR 2001 through TNMR 2100, inclusive The Lease referred to in the Supplement is being filed concurrently herewith under Recordation Number 20607

Also enclosed is a check in the amount of $24 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,

Robert W. Alvord

Robert W Alvord

RWA/bg
Enclosures

RECORDATION No. 20270-F

RECEIVED
SURFACE TRANSPORTATION BOARD
MAR 31 3 31 PM '97

SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO. 4
TO THE
SECURITY AGREEMENT
DATED AS OF SEPTEMBER 23, 1996
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
AS AGENT
(the "AGENT")
AND
MEESPIERSON, N.V.
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 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 7th day of March, 1997

DJJ LEASING LTD

By: _____

Print Name. James H. Goetz

Title: Vice President

MEESPIERSON, N.V., as Agent

By: _____

Print Name _____

Title: _____

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 7th day of March, 1997.

DJJ LEASING LTD

By: _____

Print Name: James H. Goetz

Title: Vice President

MEESPIERSON, N.V., as Agent

By: _____

Print Name C.E. Stronkhorst J.P.M. Munting

Title: Director Corporate Banking Senior Accountmanag Transport & Logisti

97.2.8000
vAgt/go

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, March 26, 1997.

EXHIBIT 1

TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF DECEMBER 16, 1996, BETWEEN DJJ LEASING, LTD. AND MEESPIERSON, N.V. AS AGENT

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

Rptg. Marks	Car Numbers	AAR Desg.	Contract	Effective Date
THMR	2001 through 2100 inclusive)	G519	Railtex, Inc. Company	January 31, 1997

STATE OF OHIO)
: ss.:
HAMILTON COUNTY)

On this 7th day of MARCH, 1997, before me, personally appeared JAMES H. GOETZ _____ to me personally known, who being by me duly sworn, says that he resides at 210 HOSEA AVE CINCINNATI OH 45220 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

Julia R. Jones
Notary Public

JULIA R. JONES
Notary Public, State of Ohio
My Commission Expires Feb. 27, 2000

JHG0214M