

RECORDATION NO. 20270-2 FILED

SEP 3 '97

11-40AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

20006-2973

(202) 393-2266

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OF COUNSEL
URBAN A. LESTER

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

September 3, 1997

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. 6, dated as of July 18, 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:

95 railcars bearing reporting marks and road numbers DJLX 97000 through DJLX 97094, inclusive. The Lease referred to in the Supplement with the South Carolina Public Service is being filed concurrently herewith under Recordation Number 20847.

SEP 3 11 37 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

C. Quarterparts - Kim Bartman

Mr Vernon A. Williams
September 3, 1997
Page 2

20 railcars bearing reporting marks and road numbers DJLX 97200 through DJLX 97219, inclusive The Lease referred to in the Supplement with the Harvest States Cooperatives is being filed concurrently herewith under Recordation Number 20848

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

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

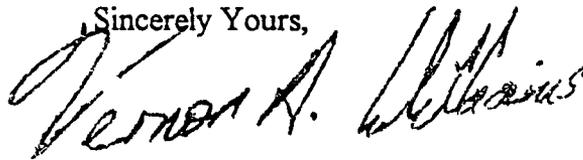
Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 9/3/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 9/3/97 at 11:40AM, and
assigned recordation number(s). 20846, 20847, 20848, 20849, 20270-I, 20270-J,
and 20270-K.

Sincerely Yours,

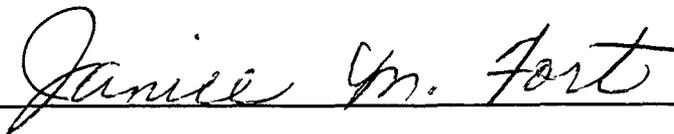


Vernon A. Williams
Secretary

Enclosure(s)

\$ 168.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



SECURITY DOCUMENTS SUPPLEMENT

RECORDATION NO. 20270-8 FILED

SUPPLEMENT NO. 6
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

SEP 3 '97 11-40AM

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 18th day of July, 1997.

DJJ LEASING LTD.

By: 

Print Name: James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N.V., as Agent

By: _____

Print Name _____

Title: _____

6

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 18th day of July, 1997.

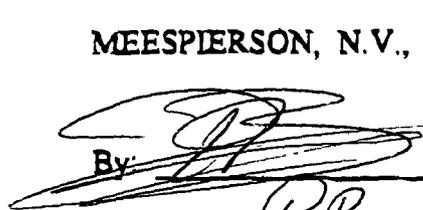
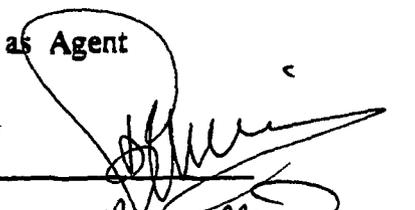
DJJ LEASING LTD.

By: 

Print Name: James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N.V., as Agent

By:  

Print Name P. Bergama Arnold W. Pawiz

Title: Sr. Acc. Man. Manager

STATE OF OHIO)
)
) ss.:
HAMILTON COUNTY)

On this 18th day of July, 1997, before me, personally appeared James H. Goetz to me personally known, who being by me duly sworn, says that he is Vice President & CFO 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.



Dianna L. Tobler
Notary Public

DIANNA L. TOBLER
Notary Public, State of Ohio
My Commission Expires June 7, 1999

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):

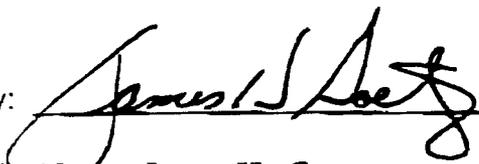
1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral 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 18th day of July, 1997

DJJ LEASING LTD

By: 

Print Name: James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N.V., as Agent

By: 

Print Name Amo Kannis J.P. Michiel Munting

Title. Manager / Senior Account Manager



I, Maître Dirk Maarten Dragt, civil law notary of Rotterdam, the Netherlands,

DO HEREBY CERTIFY that the signatures appearing on the attached document are of Mr A.H.W. Panis and Mr J.P.M. Munting, both known to me to be proxyholders of the limited liability company **MEESPIERSON N.V.**, having its registered office at Amsterdam, the Netherlands, and as such entitled, acting jointly, to execute the attached document.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal of office, this 28th day of August, 1997.



A handwritten signature in black ink, appearing to read 'Dirk Maarten Dragt', written over a horizontal line.

EXHIBIT 1

**TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF JULY 18, 1997,
BETWEEN DJJ LEASING, LTD. AND MEESPIERSON, N.V. AS AGENT**

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

Rptg Marks	Car Numbers	AAR Desg	Contract	Effective Date
DJLX	97000 through 97094 inclusive)	J311	South Carolina Public Service Authority (Santee Cooper)	April 25, 1997
DJLX	97200 through 97219 (inclusive)	C614	Harvest States Cooperatives	June 6, 1997