

RECORDATION NO. 20270-7 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
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APR 24 '98

11-15 AM

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

OF COUNSEL
URBAN A. LESTER

*Copy -
Counterparts*

April 24, 1998

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

RECEIVED
SURFACE TRANSPORTATION
BOARD
APR 24 11 12 AM '98

Dear Mr Williams

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11301(a) are three (3) copies of Security Documents Supplement No 4, dated April 21, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents under 49 C.F R. Section 1177

The enclosed document relates to the Restated Security Agreement and Restated Assignment of Lease, previously filed with the Board under Recordation Numbers 20270-O and 20270-P

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

Borrower. DJJ Leasing Ltd
300 Pike Street
Cincinnati, Ohio 45202

Secured Party BankBoston, N A
100 Federal Street
Boston, Massachusetts 02110

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

fifty (50) railcars bearing CRLE reporting marks and road numbers 20715 through 20739 and 20815 through 20839 The Lease referred to in the Supplement was previously filed under Recordation Number 21319

Mr Vernon A Williams
April 24, 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,



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 4/24/98

DEAR SIR:

THE ENCLOSED DOCUMENT(S) WAS RECORDED PURSUANT TO THE PROVISIONS OF 49 USC 11301

AND 49 CFR 1177.3 (C), ON AT 4/24/98 , 11 15 AM

ASSIGNED RECORDATION NUMBER(S) 20270-T, 21319-A

SINCERELY YOURS,

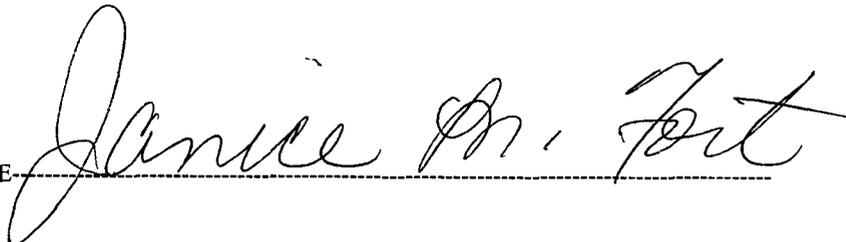

VERNON A. WILLIAMS
SECRETARY

ENCLOSURE(*S)

52 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 NOTIFICATION AFTER THE SURFACE TRANSPORTATION BOARD HAS HAD AN OPPORTUNITY TO EXAMINE YOUR DOCUMENT

SIGNATURE



APR 24 '98

11-15AM

SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO.4
 TO THE
 AMENDED AND RESTATED SECURITY AGREEMENT
 DATED AS OF DECEMBER 31, 1997
 BETWEEN
 DJJ LEASING LTD.
 (the "BORROWER")
 AND
 BANKBOSTON, N.A.,
 AS ADMINISTRATIVE AGENT
 (the "ADMINISTRATIVE AGENT")
 AND
 TO THE AMENDED AND RESTATED
 ASSIGNMENT OF LEASES
 BETWEEN
 THE BORROWER
 AND
 THE ADMINISTRATIVE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Administrative Agent entered into a certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit 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 Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Security Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Assignment of Leases dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Credit Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Administrative 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 Administrative 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 Credit Agreement):

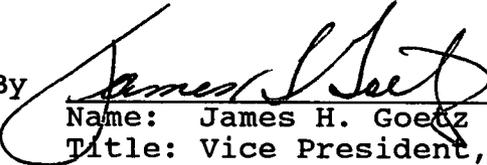
1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral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

2. The Borrower represents and warrants as follows:

(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 this 21st day of April, 1998.

DJJ LEASING LTD.

By 
Name: James H. Goetz
Title: Vice President, CFO

BANKBOSTON, N.A.
as Administrative Agent

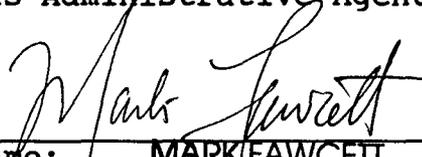
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 21st day of April, 1998.

DJJ LEASING LTD.

By _____
Name: James H. Goetz
Title: Vice President, CFO

BANKBOSTON, N.A.
as Administrative Agent

By: 
Name: MARK FAWCETT
Title: VICE PRESIDENT

TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF April 21, 1998,
BETWEEN DJJ LEASING LTD. AND BANKBOSTON, N.A., AS ADMINISTRATIVE
AGENT.

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg Mark</u>	<u>Car Numbers</u>	<u>AAR Desg.</u>	<u>Contract</u>	<u>Effective Date</u>
CRLE	20715 through 20739 (inclusive) & 20815 through 20839 (inclusive)	F483	Potlatch Corporation	Apr. 1, 1998

STATE OF OHIO)
) ss:
HAMILTON COUNTY)

On this 21st day of April, 1998, before me, personally appeared James H. Goetz to me personally known, who being by me duly sworn, says that he resides at 210 Hosea, Cincinnati, OH and 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.

Shelley B. Bacon
Notary Public

SHELLEY B. BACON
Notary Public, State of Ohio
My Commission Expires July 22, 2002