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WASHINGTON, D C
20006-2973
(202) 393-2266
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RECORDATION NO. 20270-2 FILED
AUG 14 '98 11-00 AM

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

OF COUNSEL
URBAN A. LESTER

August 14, 1998


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 Security Documents Supplement No 5, dated August 4, 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

sixty (60) railcars bearing DJLX reporting marks and road numbers 98100 through 98159 The Lease referred to in the Supplement is being filed under Recordation Number 21581

AUG 11 10 59 AM '98

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr Vernon A Williams
August 14, 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 black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W Alvord

RWA/bg
Enclosures

Surface Transportation Board
Washington, D.C. 20423-0001

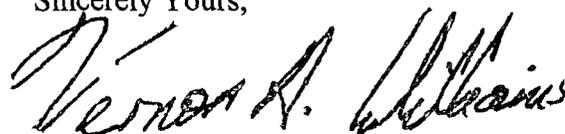
August 14, 1998

Robert W. Alvord
Alvord & Alvord
918 16th Street NW
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and
and 49 CFR 1177.3 (c), on August 14, 1998 at 11:00 AM, and assigned
recording number(s) 20270-U and 21581 .

Sincerely Yours,

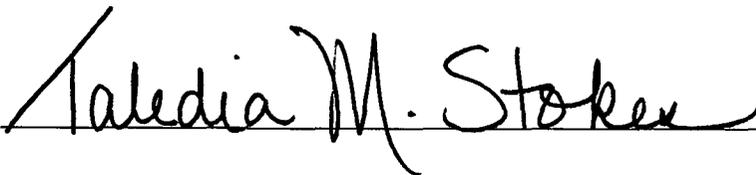


Vernon A. Williams
Secretary

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 a
notification after the Surface Transportation Board has an opportunity to examine your
document.

Signature: _____



RECORDATION NO. 20270-2 FILED

AUG 14 '98

11-00 AM

SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO.5
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 4th day of August, 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 4th day of August, 1998.

DJJ LEASING LTD.

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

BANKBOSTON, N.A.
as Administrative Agent

By: *Anta Tingkaham*
Name: *Anta Tingkaham*
Title: *Vice President*

TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF August 4, 1998,
BETWEEN DJJ LEASING LTD. AND BANKBOSTON, N.A., AS ADMINISTRATIVE
AGENT.

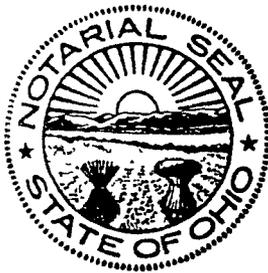
ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg Mark</u>	<u>Car Numbers</u>	<u>AAR Desg.</u>	<u>Contract</u>	<u>Effective Date</u>
DJLX	98100 through 98159 &	C112	U.S.Silica Company	July 16, 1998

STATE OF OHIO)
) ss:
HAMILTON COUNTY)

On this 4th day of August, 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.

Linda M. Baughman
Notary Public



LINDA M. BAUGHMAN
Notary Public, State of Ohio
My Commission Expires July 22, 2002

STATE OR COMMONWEALTH OF MASSACHUSETTS)

Suffolk COUNTY)

)ss:

On this 10th day of August 1998, before me, personally appeared Anita Ingraham to me personally known, who being by my duly sworn, says that s/he resides at Boston Ma. and is a Vice Pres. of BankBoston, N.A., that said instrument was signed on the date hereof on behalf of BankBoston, N.A. by authority of BankBoston, N.A.; and s/he acknowledge that the execution of the foregoing instrument was the free act and deed of BankBoston, N.A.



Joe P. Sanfilippo
Notary Public

JOE P. SANFILIPPO
Notary Public
My Commission Expires October 21, 1999