

RECORDATION NO. 20270-V FILED

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

DEC 1 '98 1-55 PM

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

OF COUNSEL  
URBAN A. LESTER

*Admitted Pursuant to...*

December 1, 1998

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

NOV 31 1 53 PM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

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. 6, dated November 20, 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:

thirty (30) railcars bearing GSWR reporting marks and road numbers 501 through 530. The Lease referred to in the Supplement is being filed under Recordation Number 21813.

Mr. Vernon A. Williams  
December 1, 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 cursive script, appearing to read "R. Alvord".

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 St., NW., Ste. 200  
Washington, DC., 20006-2973

December 1, 1998

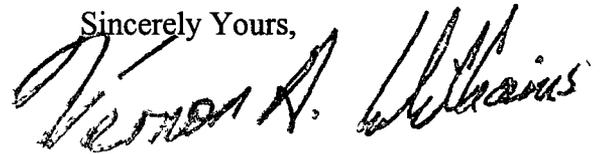
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 12/1/98 at 1:55 PM , and

assigned recordation number(s). 21813 and 20270-V.

Sincerely Yours,



Vernon A. Williams

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



DEC 1 '98

1-55 PM

**SECURITY DOCUMENTS SUPPLEMENT**

SUPPLEMENT NO. 6  
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.

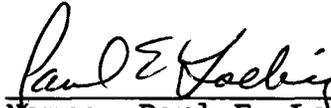
2. The Borrower represents and warrants as follows:

(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 20th day of November, 1998.

DJJ LEASING LTD.

By



Name: Paul E. Loebig  
Title: Vice President, CFO

BANKBOSTON, N.A.

as Administrative Agent

By:

\_\_\_\_\_  
Name:  
Title:



TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF November 20, 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 Desq.</u>	<u>Contract</u>	<u>Effective Date</u>
GSWR	501 through 530 &	C112	Railtex, Inc	October 27, 1998

STATE OF OHIO            )  
                                  )ss:  
HAMILTON COUNTY        )

On this 20th day of November, 1998, before me, personally appeared Paul E. Loebig to me personally known, who being by me duly sworn, says that he resides at 4143 Abbeygate Drive, Dayton, 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

STATE OR COMMONWEALTH OF MASSACHUSETTS )

Suffolk COUNTY )

)ss:

On this 25<sup>th</sup> day of Nov. 1998, before me, personally appeared Anita Ingraham to me personally known, who being by my duly sworn, says that s/he resides at 100 Federal St Boston 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.

  
Notary Public

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

