

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567

312-558-1000

November 5, 1987

TWX NUMBER
910-221-1154

TELECOPIER
312-750-8600

575 FIFTH AVENUE
NEW YORK, NEW YORK 10017-2470
212-949-7075

1090 VERMONT AVENUE, N.W.
WASHINGTON, D.C. 20005-4905
202-371-2200

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. 15330-A

NOV 6 1987 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and one counterpart original of an Amendment Number One to Secured Credit Agreement, which relates to a Secured Credit Agreement, dated as of October 2, 1987, which Secured Credit Agreement was filed on October 14, 1987 with the Commission and assigned recordation number 15330. The names and addresses of the parties to the enclosed Amendment Number One are:

Debtor MLB Consulting Corp.
 99 Cambridge Street
 Burlington, MA 01803

Creditor Irving Trust Company
 One Wall Street
 New York, NY 10015

A description of the railroad equipment covered by the enclosed document is set forth in the original Secured Credit Agreement on Schedule 1, which Schedule 1 is also attached to Amendment Number One being filed herewith.

Also enclosed is a check in the amount of \$10.00 payable to the order the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document in the envelope provided to T. Stephen Dyer, Esq., Ross & Hardies, 150 North Michigan Ave., Chicago, IL 60601.

RECORDATION UNIT
NOV 6 2 41 PM '87
OFFICE OF
SECRETARY

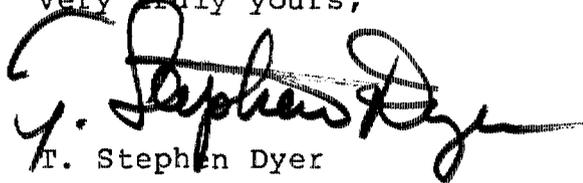
Ms. Noreta McGee
November 5, 1987
Page 2

Following is a short summary of the enclosed document:

Amendment Number One to Secured Credit Agreement between MLB Consulting Corp. (Debtor) and Irving Trust Company (Creditor), dated as of October 2, 1987, amending a Secured Credit Agreement between MLB Consulting Corp. (Debtor) and Irving Trust Company (Creditor) dated October 2, 1987 and covering 11 locomotives owned by MLB Consulting Corp.

The equipment and identifying numbers have been previously set forth on Schedule 1 to the Secured Credit Agreement. As noted above, I have attached a copy of Schedule 1 to the Amendment Number One to Secured Credit Agreement being filed hereby.

Very truly yours,



T. Stephen Dyer

/med
Encl.
cc: Jeffrey Foreman

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

T. Stephen Dyer, Esq.
Ross & Hardies
150 North Michigan Ave.
Chicago, IL 60601

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11-6-87 at 2:50PM, and assigned recordation number(s). 15330-A

Sincerely yours,

Noreta R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

AMENDMENT NUMBER ONE
TO
SECURED CREDIT AGREEMENT

NOV 6 1987 2 12 PM

INTERSTATE COMMERCE COMMISSION

This AMENDMENT NUMBER ONE TO SECURED CREDIT AGREEMENT is dated as of this 2nd day of October, 1987, by and between MLB CONSULTING CORP., a Delaware corporation (the "Borrower"), and IRVING TRUST COMPANY, a national banking association (the "Lender").

WHEREAS, the Borrower and the Lender have previously entered into a Secured Credit Agreement, dated as of October 2, 1987 (the "Secured Credit Agreement"), previously filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C § 11303 on October 14, 1987 and assigned recordation number 15330;

WHEREAS, the Borrower and the Lender wish to amend the Secured Credit Agreement in order to increase the amount of credit which can be extended pursuant to the Secured Credit Agreement to \$1,250,000 and to make certain other changes;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend the Secured Credit Agreement as follows:

1. The term "Credit," as defined on the first page of the Secured Credit Agreement, is hereby amended to mean the credit extended to Borrower from time to time under the Secured Credit Agreement in an aggregate principal amount not to exceed at any one time outstanding \$1,250,000.

2. The first sentence of Section A.1 of the Secured Credit Agreement is hereby deleted in its entirety and the following sentence is hereby substituted in its place:

"Subject to fulfillment of the conditions specified herein and subject to the provisions of Section A.7 regarding the Maximum Amount permitted to be advanced hereunder, Lender agrees to lend to Borrower from time to time under the terms and conditions of this Agreement and on the dates to be specified by Borrower by not less than three (3) days' prior written notice to Lender (the first such date being hereinafter referred to as the "Initial Closing Date" and any such succeeding date being hereinafter referred to as a "Funding Date") an amount not exceeding at any one time

outstanding the lesser of (a) \$118,000 for each Unit then subject to the lien of this Agreement (subject to further restrictions set forth herein) or (b) One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in aggregate principal amount for all such loans for all Units (the "Maximum Credit") and, provided further, that neither the Initial Closing Date nor any Funding Date can occur after December 15, 1987."

3. Subsection A.6(a)(ii)(B) is hereby deleted in its entirety and the following clause is hereby substituted in its place:

"(B) the amount requested by the Borrower pursuant to the Certificate and Request is \$ _____, which is not greater than the aggregate amount of the invoices presented with the Certificate and Request multiplied by .70;"

4. Subsection A.6(a)(iii) is hereby deleted in its entirety, and the following clause is hereby substituted in its place:

"(iii) if requested by the Lender, additional evidence satisfactory to the Lender that 30% of the aggregate amount of the invoices described in subsection A.6(a)(i) above shall have been previously paid by the Borrower, or is being paid by the Borrower contemporaneously with the loan requested by the Borrower on the Funding Date;"

5. Subsections A.7(a) and (b) are hereby deleted in their entirety, and the following clauses are hereby substituted in their place:

"(a) 70% of the dollar amount of invoices properly presented pursuant to Section A.6 hereof, up to a maximum equal to (i) \$118,000 for each Unit then subject to the lien of this Agreement multiplied by (ii) the number of Units then subject to the lien of this Agreement; or

(b) an aggregate principal amount of \$1,250,000 outstanding at any one time."

6. This Amendment Number One shall become effective when the following actions shall have occurred:

(a) this Amendment Number One shall have been executed and delivered by the Borrower and the Lender; and

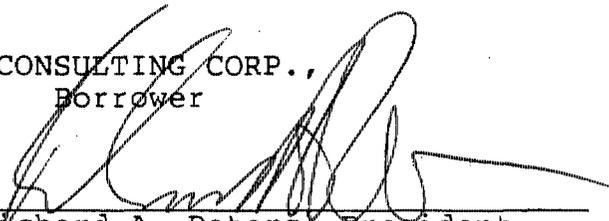
(b) a new Credit Note in the maximum principal amount of \$1,250,000 shall have been executed by the Borrower and delivered by the Borrower to the Lender.

7. Upon effectiveness of this Amendment Number One, all references in the Secured Credit Agreement to the "Agreement" shall be deemed to mean the Secured Credit Agreement, as amended by this Amendment Number One. All representations, warranties, covenants, conditions and other provisions in the Secured Credit Agreement shall be deemed to encompass the revised Credit Note and the amendments added by this Amendment Number One.

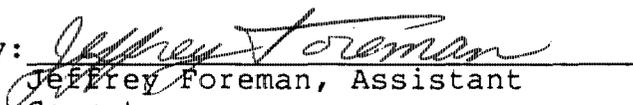
8. Except as modified by this Amendment Number One, all provisions of the Secured Credit Agreement shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authorization and intending to legally bound, have executed this Amendment Number One to Secured Credit Agreement as of the date first written above.

MLB CONSULTING CORP.,
Borrower

By: 
Richard A. Peters, President

IRVING TRUST COMPANY,
Lender

By: 
Jeffrey Foreman, Assistant
Secretary

STATE OF New York)
COUNTY OF New York) SS.

On this 4 day of November, 1987, before me personally appeared JEFFREY FOREMAN to me personally known, who being by me duly sworn, says that he is an Assistant Secretary of IRVING TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Claire D. Van Cott
Notary Public

(SEAL)

My commission expires:

CLAIRE D. VAN COTT
Notary Public, State of New York
No. 43-4751659
Qualified in Richmond County
Commission Expires February 28, 1990

STATE OF Massachusetts)
COUNTY OF MIDDLESEX) SS.

On this 2nd day of NOVEMBER, 1987, before me personally appeared RICHARD A. PETERS, to me personally known, who being by me duly sworn, says that he is the President of MLB CONSULTING CORP., that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Donna R. D. Dargatzis
Notary Public

(SEAL)

My commission expires: AUGUST 12, 1988

Schedule 1

<u>New Road Unit No.</u>	<u>Description</u>	<u>Road No.</u>	<u>Builder's Serial No.</u>
4001	EMD GP35/38 Refurbished and Qualified 129-Ton, 2000 HP Locomotive	MP2602	7694-4
4002	EMD GP35/38 Refurbished and Qualified 129-Ton, 2000 HP Locomotive	MP2603	7694-6
4003	EMD GP35/38 Refurbished and Qualified 129-Ton, 2000 HP Locomotive	MP2605	7694-8
4004	EMD GP35/38 Refurbished and Qualified 129-Ton, 2000 HP Locomotive	MP2608	To be supplied
4005	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2609	7706-7
4006	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2610	7706-9
4007	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2611	To be supplied
4008	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2612	7767-9
4009	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2613	7781-5
4010	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2614	7781-7
4011	EMD GP35/38 Refurbished and Qualified 129-Ton 2000 HP Locomotive	MP2616	7758-1
