

1-218A030

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N W

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

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

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
JAMES C MARTIN JR *

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

RECORDATION NO 16860-D FILED 1425 #15

August 6, 1991

AUG 6 1991 - 2 00 PM

INTERSTATE COMMERCE COMMISSION

16860-D

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) three (3) fully executed and acknowledged copies of a First Amendment to Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1991, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to a Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990, which was filed and recorded on May 2, 1990 under Recordation Number 16860.

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

Borrower: The Oxford Group, Inc.
6 W. Hubbard Street, Suite 500
Chicago, Illinois 60610

Secured Party: The First National Bank of Maryland
25 South Charles Street, 19th Floor
Baltimore, Maryland 21203

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

All locomotives and other railroad rolling stock owned and subsequently acquired.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

CT Kappler

Mr. Sidney L. Strickland, Jr.
August 6, 1991
Page Two

Kindly return two (2) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed document to appear in the Commission's Index is:

First Amendment to Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1991.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/6/91

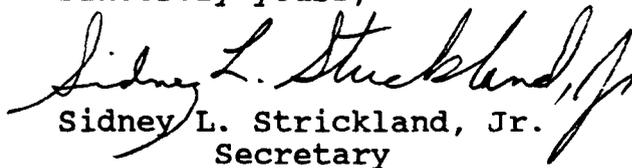
OFFICE OF THE SECRETARY

Charles T. Kappler
918 16th St N.W.
Washington, D.C. 20006

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 8/6/91 at 2:05pm, and assigned recordation number(s). 16860-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 16860-D FILED 1425

AUG 6 1991 -2 05 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO REVOLVING CREDIT/TERM LOAN AGREEMENT

AND

SECURITY AGREEMENT

between

THE FIRST NATIONAL BANK OF MARYLAND

and

THE OXFORD GROUP, INC.

covering

All Locomotives and Other Railroad
Rolling Stock Owned By The Oxford Group, Inc.

Filed and recorded with the Interstate Commerce Commission ("ICC") pursuant to the Interstate Commerce Act, 49 U.S.C. §11303 on the ___ day of August, 1991, at _____ .m. under recordation no. _____; this First Amendment to Revolving Credit/Term Loan Agreement and Security Agreement amends and supplements that certain Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990, and recorded with the ICC on May 2, 1990, at 11:40 a.m. under recordation no. 16860.

FIRST AMENDMENT TO REVOLVING CREDIT/TERM LOAN AGREEMENT
AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO REVOLVING CREDIT/TERM LOAN AGREEMENT AND SECURITY AGREEMENT (the "First Amendment") is dated and made effective as of this 2nd day of May, 1991, by and between THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Bank"), and THE OXFORD GROUP, INC., an Illinois corporation (the "Borrower").

RECITALS

WHEREAS, the Bank and the Borrower have previously entered into a Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990 (the "Loan Agreement"), pursuant to which the Bank agreed to make various loans to the Borrower, on the terms and subject to the provisions thereof; and

WHEREAS, as security for the prompt payment and performance by the Borrower of its obligations under the Loan Agreement and the promissory note executed pursuant thereto, the Borrower granted to the Bank a continuing, first priority security interest in and lien on, among other things, all locomotives and other railroad rolling stock then owned and subsequently acquired by the Borrower from time to time; and

WHEREAS, the Loan Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to the Interstate Commerce Act, 49 U.S.C. §11303, on May 2, 1990 at 11:40 a.m. under recordation no. 16860; and

WHEREAS, the parties have agreed to amend certain of the provisions of the Loan Agreement in accordance with and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Borrower hereby agreed to amend to Loan Agreement, as follows:

1. Section 5.01 of the Loan Agreement is amended by adding the following sentence at the end of that Section:

"The Borrower agrees that, pending their sale or other disposition, the Borrower will store the Locomotives in a secure location at Fond du Lac or Stevens Point, Wisconsin, keep all exhaust stacks covered and keep all cab and car body doors closed and locked."

2. Section 5.12 of the Loan Agreement is amended by deleting in line 4 thereof after the words "Term Loan", the words "and to retain . . . Outstanding Term Loan Indebtedness."

3. Section 5.16 of the Loan Agreement is amended to read as follows:

"Section 5.16. Merger, Consolidation and Lease of Assets. (a) Merge or consolidate with any Person or permit any Person to merge or consolidated with it, or (b) lease any assets, except that this Section 5.16(b) shall not apply to leases of assets in the ordinary course of business or as otherwise contemplated herein."

4. Section 5.21 of the Loan Agreement is amended by deleting therefrom the words, "and the excess, if any, . . . with the Bank."

5. In addition, the Bank hereby agrees to waive compliance by the Borrower with the financial covenant set forth in Section 5.11 of the Loan Agreement until July 1, 1991, at which time the Borrower shall either comply with said covenant or be in default hereunder. The Bank further agrees to waive compliance by the Borrower with the financial covenants set forth in Sections 5.04 and 5.10 of the Loan Agreement until December 10, 1992, at which time the Borrower shall either comply with said covenants or be in default hereunder.

6. Article VI of the Loan Agreement is amended by adding thereto a new Section 6.09, to read as follows:

"6.09. Sale of Locomotives - Marketing Materials, Bids, etc. The Borrower may sell one or more Locomotives (or any component parts) provided that the value of the Locomotives that would remain after the sale would be at least equal to two hundred fifty percent (250%) of the Outstanding Term Loan Indebtedness, after giving effect to (i) the sale of the Locomotives (or parts) at the proposed sale price and (ii) the application of the proceeds from the sale in accordance with this Section 6.09.

All marketing and other promotional materials prepared by or for the Borrower and used in connection with its disposition of the Locomotives or any component parts. Within two (2) days after its receipt of a written offer for the purchase of all or any of the Locomotives or any component parts, the Borrower shall deliver a copy thereof to the Bank. The Borrower will consult with the Bank regarding any offers it receives.

Upon sale of each Locomotive or any component parts, the net proceeds thereof shall be wire transferred by the purchaser thereof directly to the

Bank and applied as follows: (a) in the case of the EMD SD 40-2 Locomotives: first, to pay all principal due under the Revolving Credit Note, as amended; and second, to prepay, in the inverse order of maturity, the principal balance due under the Term Note, as amended; and (b) in the case of all other Locomotives: first, to pay all accrued but unpaid interest then due or to become due on the next interest payment date under the Term Note, as amended; second, to pay the principal then due and to become due through and including January 10, 1992, under the Term Note, as amended; third, prepay, in the inverse order of maturity, all principal due under the Term Note, as amended; fourth, to pay all other amounts due under the Term Note, as amended; and fifth, to pay all other sums due to the Bank under the Loan Agreement.

7. Section 8.02(a) of the Loan Agreement is amended by renumbering subparagraphs (viii) and (ix) appearing on page 23 of the Loan Agreement to read "(ix)" and "(x)".

8. Section 9.13 of the Loan Agreement is amended by deleting from line 6 thereof the words "the advances made with respect thereto . . . due to the Bank" and inserting in lieu thereof, the words "all net proceeds thereof".

9. The Borrower agrees that upon execution hereof, it will pay to the Bank all costs and expenses, including reasonable legal fees and disbursements, incurred by the Bank in connection with the preparation, execution and delivery of this First Amendment and all other documents executed and/or delivered in connection herewith, and the filing and recording of this First Amendment with the Interstate Commerce Commission.

10. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Maryland.

11. This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

12. Except as otherwise expressly provided herein, the Loan Agreement remains in full force and effect and unmodified.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this First Amendment to be duly executed, under seal, as of the date first above written.

ATTEST/WITNESS:

THE FIRST NATIONAL BANK OF MARYLAND

Maureen A. Smith

By: Michael F. Dockman
Michael F. Dockman
Assistant Vice President

THE OXFORD GROUP, INC.

Debra J. Choate

By: John W. Miller
John W. Miller
Vice President and
Chief Financial Officer

NOTE MODIFICATION AGREEMENT
(Term Note)

THIS NOTE MODIFICATION AGREEMENT (the "Agreement") is dated and made effective as of this 2nd day of May, 1991, by and between THE OXFORD GROUP, INC., an Illinois corporation (the "Borrower"), and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Bank").

RECITALS

WHEREAS, the Bank and the Borrower have previously entered into a Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990 (as the same may be amended or supplemented from time to time, the "Loan Agreement"), pursuant to which the Bank lent to the Borrower, among other sums, \$2,500,000 (the "Term Loan"), to be used by the Borrower to refinance certain outstanding indebtedness to The Bank of New York and for working capital purposes; and

WHEREAS, the Borrower's obligation to repay the Term Loan is evidenced by a Term Note dated May 2, 1990 in the original principal amount of \$2,500,000 (the "Term Note"); and

WHEREAS, the Bank and the Borrower now wish to amend certain of the provisions of the Term Note to: (i) amend the maturity date of the Term Note, and (ii) provide for the prepayment of certain of the principal installments due thereunder.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Bank and the Borrower hereby agree as follows:

1. The Recitals set forth above are true and complete in all respects and are hereby incorporated by reference herein and made a part hereof.

2. Unless the context requires otherwise, all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

3. The Term Note is hereby amended as follows:

i. Paragraph 2 of the Term Note is hereby deleted in its entirety and the following inserted in lieu thereof:

"Principal and interest shall be payable as follows:

(a) Interest shall be payable on all sums advanced at an annual rate which is at all times equal to $3/4$ % per annum in excess of the floating and fluctuating prime rate of interest established by the Bank from time to time as its prime rate, whether or not such rate is otherwise published (the "Prime

Rate") (in no event to exceed the maximum rate of interest allowed by law). Interest shall be due and payable on the 10th day of each calendar month during the term hereof, commencing June 10, 1990, and on the maturity date hereof. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. The rate of interest applicable hereunder shall change and be adjusted each time there is a change in the Bank's Prime Rate.

(b) Principal shall be payable as follows:

(i) Thirteen (13) consecutive monthly installments of principal, each in the amount of \$41,666.67, payable, in arrears, on the 10th day of the month commencing June 10, 1990, and on the same day of each succeeding month thereafter; followed by

(ii) One (1) installment of principal, in the amount of \$350,000.00, payable on the sale of the EMD SD 40-2 Locomotives which now secure the Borrower's obligations hereunder; followed by

(iii) One (1) installment of principal, in the amount of \$358,333.00, payable upon the execution hereof; followed by

(iv) Seventeen (17) consecutive monthly installments of principal, each in the amount of \$41,666.67, payable, in arrears, on the 10th day of the month commencing July 10, 1991, and on the same day of each succeeding month thereafter; followed by

(v) A final installment of principal, in the amount of \$541,666.67, payable on December 10, 1992.

ii. By adding after the end of the carry-over paragraph on page 2 thereof, a new paragraph to read as follows:

"Notwithstanding the foregoing, upon the sale by the Borrower of the Collateral which secures the Borrower's obligations hereunder, the Borrower shall cause the net proceeds thereof to be wire transferred directly to the Bank. Upon tender of such sums to the Bank, the Borrower shall provide the Bank with a full accounting of all expenses incurred by it in connection with such sale or sales. All monies received by the Bank from the sale of the Collateral shall be applied in accordance with the provisions of Section 6.09 of the Loan Agreement."

4. The term "this Note" as used in the Term Note shall mean the Term Note as modified herein unless the context clearly indicates or dictates a contrary meaning.

5. The Borrower shall execute such confirmatory instruments with respect to the Term Note as the Bank may require.

6. The Borrower hereby ratifies and confirms all of its liabilities and obligations under the Term Note and agrees that, except as expressly modified in this Agreement, the Term Note continues in full force and effect as if set forth specifically herein. The Borrower and the Bank agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Term Note and shall not constitute a novation as to the obligations of the Borrower under the Term Note.

7. This Agreement may not be amended, changed, modified, altered or terminated without in each case the prior written consent of the Bank. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland.

8. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Agreement to be duly executed, under seal, as of the date first above written.

ATTEST:

Debra J. Choate

THE OXFORD GROUP, INC.

By: John W. Miller (SEAL)
John W. Miller
Vice President and
Chief Financial Officer

Maureen A. Smith

THE FIRST NATIONAL BANK OF MARYLAND

By: Michael F. Dockman (SEAL)
Michael F. Dockman
Assistant Vice President

NOTE MODIFICATION AGREEMENT
(Revolving Credit Note)

THIS NOTE MODIFICATION AGREEMENT (the "Agreement") is dated and made effective as of this 2nd day of May, 1991, by and between THE OXFORD GROUP, INC., an Illinois corporation (the "Borrower"), and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Bank").

RECITALS

WHEREAS, the Bank and the Borrower have previously entered into a Revolving Credit/Term Loan Agreement and Security Agreement dated as of May 2, 1990 (as the same may be amended or supplemented from time to time, the "Loan Agreement"), pursuant to which the Bank agreed to lend to the Borrower from time to time certain sums not to exceed \$1,000,000 at any one time outstanding (the "Revolving Credit Loan"), to be used by the Borrower to acquire and refurbish locomotives and other railroad rolling stock, which the Borrower would lease and/or sell to railroads and other common carriers having trackage rights in the United States of America and Canada; and

WHEREAS, the Borrower's obligation to repay the Revolving Credit Loan is evidenced by a Revolving Credit Note dated May 2, 1990, in the original principal amount of \$1,000,000 (the "Revolving Credit Note"); and

WHEREAS, the Bank has advanced to the Borrower and there is now outstanding under the Revolving Credit Note the sum of \$1,000,000; and

WHEREAS, pursuant to terms of the Revolving Credit Note all principal, together with all accrued but unpaid interest thereon, is due and payable on May 2, 1991; and

WHEREAS, the Bank and the Borrower now wish to amend certain of the provisions of the Revolving Credit Note to: (i) extend the maturity date for the payment of the principal sum now due thereunder, (ii) change the date for the payment of interest due and to become due on all sums advanced and outstanding from time to time, and (iii) provide that henceforth all amounts now outstanding under the Revolving Credit Note shall bear interest at the default rate stated in the Revolving Credit Note.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Bank and the Borrower hereby agree as follows:

1. The Recitals set forth above are true and complete in all respects and are hereby incorporated by reference herein and made a part hereof.

2. Unless the context requires otherwise, all capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

3. The Revolving Credit Note is hereby amended as follows:

i. Paragraph 2 of the Revolving Credit Note is hereby deleted in its entirety and the following inserted in lieu thereof:

"Principal and interest shall be payable as follows:

(a) Interest shall be payable on all sums advanced and outstanding from time to time at an annual rate of interest which is at all times equal to 2.75% per annum in excess of the floating and fluctuating prime rate of interest established by the Bank from time to time as its prime rate, whether or not such rate is otherwise published (the "Prime Rate") (in no event to exceed the maximum rate of interest allowed by law). Interest shall be due and payable on June 10, 1991 and July 1, 1991, respectively. On June 10, 1991, the Borrower shall pay to the Bank all accrued but unpaid interest due for the period May 1, 1991 through and including June 10, 1991. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

(b) To the extent not previously paid, the principal hereof shall be due and payable on July 1, 1991.

(c) The rate of interest applicable hereunder shall change and be adjusted each time there is a change in the Prime Rate."

ii. By adding after paragraph 2 on page 2 thereof, a new paragraph to read as follows:

"Notwithstanding the foregoing, upon the sale by the Borrower of the Collateral which secures the Borrower's obligations hereunder, the Borrower shall cause the net proceeds thereof to be wire transferred directly to the Bank. Upon tender of such sums to the Bank, the Borrower shall provide the bank with a full accounting of all expenses incurred in connection with such sale or sales. All monies received by the Bank from the sale of the Collateral shall be applied in accordance with the provisions of Section 6.09 of the Loan Agreement."

4. The term "this Note" as used in the Revolving Credit Note shall mean the Revolving Credit Note as modified herein

unless the context clearly indicates or dictates a contrary meaning.

5. The Borrower shall execute such confirmatory instruments with respect to the Revolving Credit Note as the Bank may require.

6. The Borrower hereby ratifies and confirms all of its liabilities and obligations under the Revolving Credit Note and agrees that, except as expressly modified in this Agreement, the Revolving Credit Note continues in full force and effect as if set forth specifically herein. The Borrower and the Bank agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Revolving Credit Note and shall not constitute a novation as to the obligations of the Borrower under the Revolving Credit Note.

7. This Agreement may not be amended, changed, modified, altered or terminated without in each case the prior written consent of the Bank. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland.

8. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Bank have caused this Agreement to be duly executed, under seal, as of the date first above written.

ATTEST:

Debra J. Choate

THE OXFORD GROUP, INC.

By: John W. Miller (SEAL)
John W. Miller
Vice President and
Chief Financial Officer

THE FIRST NATIONAL BANK OF MARYLAND

Maureen A. Smith

By: Michael F. Dockman (SEAL)
Michael F. Dockman
Assistant Vice President