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Reply to Bloomington

17002-A  
RECORDED

MAR 8 1991 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

PAUL B PLUNKETT  
ALAN L KILDOW  
KATHLEEN H PICOTTE NEWMAN  
MICHAEL B LE BARON  
GREGORY E KORSTAD  
AMY DARR GRADY  
CATHERINE BARNETT WILSON  
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DANIEL L BOWLES  
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LOREN A SINGER

OF COUNSEL  
JOSEPH GITIS  
RICHARD A NORDBYE  
DAVID J PEAT

\*ALSO ADMITTED IN  
WISCONSIN

March 7, 1991

Interstate Commerce Commission  
Attn: Mildred Lee  
Recordations  
12th and Constitution Avenue NW  
Room 2303  
Washington, D.C. 20423

VIA FEDERAL EXPRESS

1-067A005

Dear Ms. Lee:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This secondary document is a First Amendment to Security Agreement, and is dated December 26, 1990.

The primary document to which this is connected is recorded under Recordation No. 17002 (the "Security Agreement").

The names and addresses of the parties to the documents are as follows:

Secured Party: Robert D. Johnson  
3325 Hardscrabble Road North  
Minnestrista, MN 55364

Debtors: Richard A. Peters, M/L/B Consulting Corporation,  
JHP Consulting Corporation  
99 Cambridge Street  
Burlington, MA 01801

A description of the railroad equipment covered by the enclosed First Amendment to Security Agreement is as set forth on Exhibits A, B, and C to the Security Agreement.

FILED  
MAR 10 1991  
FBI - BURLINGTON

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

Interstate Commerce Commission  
March 7, 1991  
Page 2

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The following is a short summary of the enclosed secondary document:

Amendment to Security Agreement to include Additional Obligations  
which are secured by the Security Agreement.

A fee of \$15 is enclosed. Please return the original and any extra  
copies not needed by the Commission for recordation to:

Mark A. Rurik, Esq.  
Larkin, Hoffman, Daly & Lindgren, Ltd.  
7900 Xerxes Avenue South  
1500 Northwestern Financial Center  
Bloomington, MN 55431

If you have any questions or comments, please feel free to call me,  
collect, at (612) 896-3232. Thank you for your assistance with this  
recording.

Sincerely,



Mark A. Rurik, for  
LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

3/8/91

OFFICE OF THE SECRETARY

Mark A Rurik

Larkin, Hoffman, Daly & Lindgren Ltd

7900, Xerxes Avenue South

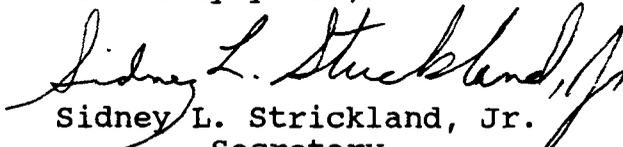
1500 Northwestern Financial Center

Bloomington, MH 55431

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 3/8/91 at 10:05am, and assigned recordation number(s). 17002-A

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17002-A  
MAR 8 1991 - 10 05 AM

FIRST AMENDMENT TO SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT, is made and entered into this 26th day of December, 1990, by and among ROBERT D. JOHNSON, an individual whose address is 3325 Hartscribble Road North, Minnetrista, Minnesota 55364 ("Secured Party") and RICHARD A. PETERS ("Peters") and M/L/B CONSULTING CORPORATION ("MLB") and J.H.P. CONSULTING CORPORATION ("JHP") (collectively "Debtor") and Debtor's address is 99 Cambridge Street, Burlington, Massachusetts 01803.

RECITALS

- A. Secured Party and Debtor entered into that certain Security Agreement dated August 13, 1990, filed of record with the Interstate Commerce Commission on September 14, 1990, as Document No. 17002 (the "Security Agreement").
- B. Peters and Secured Party have entered into that certain First Amendment to Loan Agreement (the "Amendment"), and have executed that certain Additional Loan Note in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), and pursuant to the terms of the Amendment, Peters is obligated to pay Lender an Additional Loan Fee in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the Additional Loan Note, obligation to pay the Additional Loan Fee, and all obligations created under the Amendment are collectively referred to as the "Additional Obligations").
- C. Pursuant to the terms of the Amendment, Peters has granted a security interest in all of the "Collateral" (as defined in the Security Agreement). To secure the Additional Obligations, and the parties desire to amend the Security Agreement to provide that the Additional Obligations and the Loan Agreement as amended by the Amendment are fully secured by the Collateral pursuant to the terms of the Security Agreement.
- D. MLB and JHP have agreed that their joint and several Guaranty extends to the Additional Obligations, and MLB and JHP agree that their Guaranty as amended is to

be accrued pursuant to the terms and conditions of the Security Agreement.

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

1.) Definitions - Except as otherwise expressly provided, all terms used in this Amendment which are defined in the Security Agreement have the same meanings as defined in the Security Agreement.

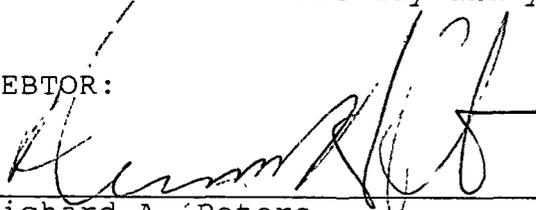
2.) Amendment of Security Agreement - The term "Obligations" as used in the Security Agreement is amended to include the Additional Obligations, and the Guaranty of MLB and JHP as amended pursuant to that certain Reaffirmation of Guaranty and Guaranty of the Additional Loan Note (the "Amended Guaranty"), and all references to "Obligations" contained in the Security Agreement shall be deemed to refer to the Obligations described in the Security Agreement and all of the Additional Obligations and Amended Guaranty.

3.) Reaffirmation - Debtor and Secured Party agree that all terms and conditions of the Security Agreement shall remain in full force and effect as amended hereby. All references in the Security Agreement or Loan Agreement and related documents to the Security Agreement shall be deemed to refer to the Security Agreement as amended by this Amendment. All references in the Security Agreement to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

DEBTOR:

SECURED PARTY:

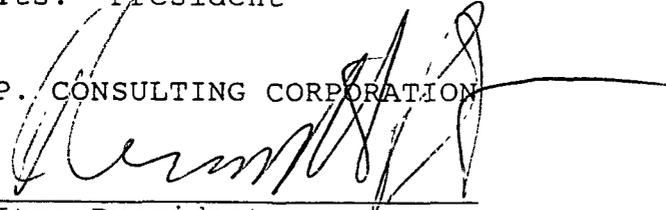
  
Richard A. Peters

  
Robert D. Johnson

M/L/B CONSULTING CORPORATION

By:   
Its: President

J.H.P. CONSULTING CORPORATION

By:   
Its: President

STATE OF MASSACHUSETTS

COUNTY OF ~~ESSEX~~ MIDDLESEX SS.

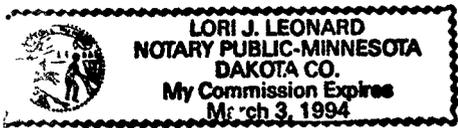
On this 26 day of February, 1991, before me, personally appeared Richard A. Peters, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

*[Signature]*  
Notary Public 4-20-95

STATE OF MINNESOTA

SS.  
COUNTY OF

On this 4th day of March, 1991, before me, personally appeared Robert D. Johnson, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



*[Signature]*  
Notary Public

STATE OF MASSACHUSETTS

COUNTY OF ~~ESSEX~~ MIDDLESEX SS.

On this 26 day of February, 1991, before me, personally appeared Richard A. Peters, to me personally known, who being by me duly sworn, says that he is the President of M/L/B Consulting Corporation, 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.

*[Signature]*  
Notary Public 4-20-95

STATE OF MASSACHUSETTS

COUNTY OF ~~ESSEX~~ MIDDLESEX SS.

On this 26 day of February, 1991, before me, personally appeared Richard A. Peters, to me personally known, who being by me duly sworn, says that he is the President of J.H.P. Consulting Corporation, 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.

*[Signature]*  
Notary Public 4-20-95