Exhibit 10.20  
  
 SECOND AMENDED AND RESTATED  
 PLEDGE AGREEMENT  
  
 This Amended and Restated Pledge Agreement, dated as of October 18, 2001  
(the "Agreement"), executed by XXXXXXX X. XXXXX ("Pledgor") for the benefit of  
OAO TECHNOLOGY SOLUTIONS, INC., a Delaware corporation ("Lender"), amends and  
restates in its entirety the Amended and Restated Pledge Agreement dated as of  
July 14, 1999 executed by Pledgor for the benefit of Lender (the "Original  
Pledge Agreement").  
  
 For good and valuable consideration and intending to be legally bound,  
Pledgor hereby assigns, pledges and grants to Lender a security interest in the  
common units of Terrapin Partners Holding Company LLC, a Delaware limited  
liability company (the "LLC"), received by Xxxxx on the date hereof as more  
particularly described on Schedule A attached hereto and made a part hereof  
(collectively, the "Securities"), and cash and non-cash proceeds, distributions,  
additions, substitutions, exchanges, redemptions and replacements of, on or by  
reason of any of the foregoing (collectively, the "Collateral"), as security for  
the payment and performance of all indebtedness, liabilities and obligations of  
Borrower (primary, secondary, direct, contingent, related, unrelated, sole,  
joint or several) to Lender, whether for principal, interest, fees, expenses or  
otherwise, (the "Obligations"), arising under that certain Second Amended and  
Restated Term Note, dated as of the date hereof but effective as of July 14,  
1999, made by Borrower in favor of Lender in the principal amount of $2,932,500  
(the "Note"), all on the following terms and conditions.  
  
 A. Representations and Warranties. Pledgor represents and warrants that:  
  
 1. Pledgor has good title to the Securities free and clear of all  
 liens and encumbrances except the security interest created hereby.  
  
 2. Pledgor has delivered to Lender the certificates representing or  
 evidencing the Securities, accompanied by corresponding assignment or  
 transfer powers duly executed in blank by Pledgor, and this Agreement and  
 such powers have been duly and validly executed and are binding and  
 enforceable against Pledgor in accordance with their terms; and the pledge  
 of the Securities in accordance with the terms hereof creates a valid and  
 perfected first priority security interest in the Securities securing  
 payment of the Obligations.  
  
 3. No authorization, approval, consent, or other action by, and no  
 notice to or filing with, any governmental authority, regulatory body or  
 other person or entity is required either (i) for the pledge by Pledgor of  
 the Collateral pursuant to this Agreement or for the execution, delivery or  
 performance of this Agreement by Pledgor, or (ii) for the exercise by  
 Lender of the voting or other rights provided for in this Agreement or the  
 remedies in respect of the Collateral pursuant to this Agreement (except as  
 may be required in connection with such disposition by laws affecting the  
 offering and sale of securities generally).  
  
 B. Negative Pledge. Pledgor agrees not to (i) sell or otherwise dispose of,  
or grant any option with respect to, any of the Collateral, or (ii) create or  
permit to exist any lien, security interest or other charge or encumbrance upon  
or with respect to any of the Collateral, except the security interest under  
this Agreement.  
  
  
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 C. Additional Collateral. Prior to the full payment and performance of the  
Obligations, Pledgor shall pledge hereunder, as additional Collateral, and shall  
forthwith transfer and deliver to Lender immediately upon acquisition (directly  
or indirectly) thereof, any and all additional common units or other securities  
of the LLC and any other property of any kind received, receivable, or otherwise  
distributed or distributable on or by reason of the Collateral, whether in the  
form of or by way of distributions, warrants, partial liquidation, conversion,  
prepayments or redemptions (in whole or in part), liquidation or otherwise with  
the sole exception of cash distributions paid in respect of the Collateral.  
  
 D. Pledgor's Rights in the Pledged Collateral Before Default. So long as no  
event of default (as such term is used in the Note) shall have occurred and be  
continuing and Pledgor is in full compliance with the terms hereof:  
  
 1. Pledgor shall be entitled to receive and retain any distributions  
 paid in respect of the Collateral, if such distributions are not prohibited  
 under the Note.  
  
 2. Pledgor may exercise all voting rights, if any, pertaining to the  
 Collateral for any purpose not inconsistent with the terms hereof or of the  
 Obligations or the Note. In the event any Collateral has been transferred  
 into the name of Lender or a nominee or nominees of Lender prior to the  
 occurrence of such event of default, Lender or its nominee shall execute  
 and deliver upon request of Pledgor an appropriate proxy in order to permit  
 Pledgor to vote, if applicable, the same.  
  
 E. Further Assurances. Pledgor shall from time to time promptly take all  
actions (and execute, deliver and record all instruments and documents)  
necessary or appropriate or requested by Lender, to continue the validity,  
enforceability and perfected status of the pledge of the Collateral hereunder or  
to enable Lender to exercise and enforce the rights and remedies hereunder with  
respect to any of the Pledged Collateral.  
  
 F. Lender's Duties Toward Collateral. Lender shall be under no obligation  
to take any actions and shall have no liability (except for gross negligence or  
willful misconduct) with respect to the preservation or protection of the  
Collateral or any underlying interests represented thereby as against any prior  
or other parties. In the event Pledgor requests that Lender take or omit to take  
action(s) with respect to the Collateral, Lender may refuse so to do with  
impunity if Pledgor does not, upon request of Lender, post sufficient,  
creditworthy indemnities with Lender which, in Lender's sole discretion, are  
sufficient to hold it harmless from any possible liability of any kind in  
connection therewith.  
  
 G. Waivers by Pledgor. Pledgor agrees that Lender, at any time and without  
affecting its rights in the Collateral and without notice to Pledgor, may grant  
any extensions, releases or other modifications of any kind respecting the Note,  
the Obligations and any Collateral. Pledgor, except as otherwise provided herein  
or in the Note, waives all notices of any kind in connection with the  
Obligations, the Note and any changes therein or defaults or enforcement  
proceedings thereunder, whether against Pledgor or any other party. Pledgor  
hereby waives any rights it has at equity or in law to require Lender to apply  
any rights of marshalling or other equitable doctrines in such circumstances.  
  
  
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 H. Remedies Upon Default. After the occurrence of any event of default or  
if any representation, warranty or agreement of Pledgor hereunder is breached or  
proves to be false, erroneous or misleading in any material respect:  
  
 1. Lender may transfer or cause to be transferred any of the  
 Collateral into its own or a nominee's or nominees' names.  
  
 2. Lender shall be entitled to receive and apply in payment of the  
 Obligations any cash distributions or other payment on the Collateral.  
  
 3. Lender shall be entitled to exercise in Lender's discretion all  
 voting rights, if any, pertaining to the Collateral, and in connection  
 therewith and at the written request of Lender, Pledgor shall promptly  
 execute any appropriate dividend, payment or brokerage orders or proxies.  
  
 4. Pledgor shall promptly take any action necessary or required or  
 requested by Lender, in order to allow Lender fully to enforce the pledge  
 of the Collateral hereunder and realize thereon to the fullest possible  
 extent including, but not limited to, the filing of any claims with any  
 court, liquidator or trustee, custodian, receiver or other like person or  
 party.  
  
 5. Lender shall have all the rights and remedies granted or available  
 to it hereunder, under the Uniform Commercial Code as in effect from time  
 to time in Delaware, under any other statute or the common law, or under  
 the Note, including without limitation the right to sell the Collateral or  
 any portion thereof at one or more public or private sales upon ten (10)  
 days' written notice and to bid thereat or purchase any part or all thereof  
 in its own or a nominee's or nominees' names, free and clear of any equity  
 of redemption; and to apply the net proceeds of the sale, after deduction  
 for any expenses of sale, including without limitation the payment of all  
 Lender's reasonable attorneys' fees in connection with the Obligations and  
 the sale, to the payment of the Obligations in any manner or order which  
 Lender in its sole discretion may elect, without further notice to or  
 consent of Pledgor and without regard to any equitable principles of  
 marshalling or other like equitable doctrines.  
  
 6. Lender may increase, in its sole discretion, but shall not be  
 required to do so, the Obligations by making additional advances or  
 incurring expenses for the account of Pledgor deemed appropriate or  
 desirable by Lender in order to protect, enhance, preserve or otherwise  
 further the sale or disposition of the Collateral or any other property it  
 holds as security for the Obligations.  
  
 I. Dispositions of Collateral. Pledgor recognizes that Lender may be unable  
to effect a sale to the public of all or part of the Collateral by reason of  
certain prohibitions or restrictions in the federal or state securities laws and  
regulations (collectively, the "Securities Laws"), or the provisions of other  
federal and state laws, regulations or rulings, but may be compelled to resort  
to one or more private sales to a restricted group of purchasers who will be  
required to agree to acquire the Collateral for their own account, for  
investment and not with a view to the further distribution or resale thereof  
without restriction. Pledgor agrees that any sales(s) so made may be at prices  
and on other terms less favorable to Pledgor than if the Collateral was sold to  
the public, and that Lender has no obligation to delay sale of the Collateral  
for period(s) of time necessary to permit the issuer thereof to register the  
Collateral for sale to the public under any of the Securities Laws. Pledgor  
agrees that negotiated sales  
  
  
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whether for cash or credit made under the foregoing circumstances shall not be  
deemed for that reason not to have been made in a commercially reasonable  
manner. Pledgor shall cooperate with Lender and shall satisfy any requirements  
under the Securities Laws applicable to the sale or transfer of the Collateral  
by Lender.  
  
 In connection with any sale or disposition of the Collateral, Lender is  
authorized to comply with any limitation or restriction as it may be advised by  
its counsel is necessary or desirable in order to avoid any violation of  
applicable law or to obtain any required approval of the purchaser(s) by any  
governmental regulatory body or officer and it is agreed that such compliance  
shall not result in such sale being considered not to have been made in a  
commercially reasonable manner nor shall Lender be liable or accountable by  
reason of the fact that the proceeds obtained at such sale(s) are less than  
might otherwise have been obtained.  
  
 Lender may elect to obtain the advice of any independent nationally-known  
investment banking firm, which is a member firm of the New York Stock Exchange,  
with respect to the method and manner of sale or other disposition of any of the  
Collateral, the best price reasonably obtainable therefor, the consideration of  
cash and/or credit terms, or any other details concerning such sale or  
disposition. Lender, in its sole discretion, may elect to sell on such credit  
terms which it deems reasonable.  
  
 J. Lender's Expenses. Pledgor shall pay Lender on demand all costs and  
expenses incurred by Lender (including, without limitation, reasonable counsel  
fees and expenses) in connection with (i) the preparation, negotiation, and  
closing of this Agreement, and any modifications hereto, (ii) the custody,  
preservation, sale or collection or realization of the Collateral, and (iii) the  
exercise or enforcement of Lender's rights hereunder.  
  
 K. Successors and Assigns. This Agreement shall be binding upon and shall  
inure to the benefit of the parties hereto and their respective heirs, personal  
representatives, successors and assigns and shall be governed as to its  
validity, interpretation and effect by the laws of the State of Delaware; and  
any terms used herein which are defined in the Uniform Commercial Code as  
enacted in Delaware shall have the meanings therein set forth.  
  
 L. Amendments and Waivers. No amendment or waiver of any provision of this  
Agreement nor consent to any departure by Pledgor herefrom shall in any event be  
effective unless the same shall be in writing and signed by Lender, and then  
such amendment, waiver or consent shall be effective only in the specific  
instance and for the specific purpose for which given. No failure or delay on  
the part of Lender in the exercise of any right, power, or remedy under this  
Agreement or the Note shall under any circumstances constitute or be deemed to  
be a waiver thereof, or prevent the exercise thereof in that or any other  
instance.  
  
 M. Attorney-in-Fact. Pledgor hereby irrevocably appoints Lender as its  
attorney-in-fact, in the name of Pledgor or otherwise, from time to time in  
Lender's discretion and at Pledgor's expense, to take any action and to execute,  
deliver and record any instruments or documents in connection with the  
Collateral which Lender may deem necessary or advisable to accomplish the  
purposes of this Agreement including, without limitation, to receive, endorse,  
and collect all instruments made payable to Pledgor representing any  
distribution in respect of the Collateral or any part thereof and to give full  
discharge for the same. Lender shall not, in its capacity as  
  
  
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such attorney-in-fact, be liable for any acts or omissions, nor for any error of  
judgment or mistake of fact or law, but only for gross negligence or willful  
misconduct.  
  
 N. Entire Agreement. This Agreement, and all agreements and instruments to  
be delivered by the parties pursuant hereto or in connection herewith, represent  
the entire understanding of the parties with respect to the subject matter  
hereof. Except as otherwise indicated, all agreements defined herein refer to  
the same as from time to time amended or supplemented or the terms thereof  
waived or modified in accordance herewith and therewith. Any provision hereof  
found to be illegal, invalid or unenforceable for any reason whatsoever shall  
not affect the legality, validity or enforceability of the remainder hereof.  
  
 P. Joint and Several Obligations. If more than one Pledgor signs this  
Agreement, all references herein to Pledgor shall include all such Pledgors and  
each shall be jointly and severally bound by the terms and provisions hereof.  
  
 Q. Notices. All notices, demands or other communications required or  
permitted hereunder shall be in writing and shall be given as provided in the  
Note, using Pledgor's address as indicated below.  
  
 R. Partial Releases; Termination. Any of the Collateral may be released  
from this Agreement without altering, varying, or diminishing in any way this  
Agreement or the security interest granted hereby as to the Collateral not  
expressly released, and this Agreement and such security interest shall continue  
in full force and effect as to all of the Collateral not expressly released.  
This Agreement and Lender's rights in the Collateral shall cease, terminate and  
be void upon the repayment in full of the Obligations. Upon such repayment and  
termination, Lender shall execute such documents as may reasonably be required  
by Pledgor to release Lender's security interest in the Collateral.  
  
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 IN WITNESS WHEREOF, Pledgor has executed this Second Amended and Restated  
Pledge Agreement as of the \_\_\_\_\_\_ day of October, 2001.  
  
WITNESS OR ATTEST: PLEDGOR:  
  
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 Name: Xxxxxxx X. Xxxxx  
 Address: Xxxxx Xxxx Blvd.  
 Apt. 3106  
 Xxxxx, XX 00000  
 Fax No.: 000-000-0000  
  
  
 Pursuant to Paragraph L. of the Original Pledge Agreement, the undersigned  
hereby agrees as of this \_\_\_\_ day of October, 2001 to this Second Amended and  
Restated Pledge Agreement.  
  
OAO TECHNOLOGY SOLUTIONS, INC.  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:  
 Title:  
  
  
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