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RESOURCE AMERICA INC filed this Form 8-K on 10/06/08

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

**FORM 8-K**  
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 30, 2008****Resource America, Inc.**

(Exact name of registrant as specified in its chapter)

**Delaware**(State or other jurisdiction  
of incorporation)**0-4408**(Commission  
File Number)**72-0654145**(IRS Employer  
Identification No.)

**One Crescent Drive, Suite 203**  
**Navy Yard Corporate Center**  
**Philadelphia, PA**

(Address of principal executive offices)

**19112**

(Zip Code)

Registrant's telephone number, including area code: **215-546-5005****N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On September 30, 2008, Resource America, Inc. (Nasdaq: REXI) (the "Company"), entered into an amendment (the "Fourth Amendment") to its Loan and Security Agreement dated as of May 24, 2007 with TD Bank, N.A. (successor by merger to Commerce

Bank, N.A.). The Fourth Amendment (i) amends the definition of senior management fee reserve to reduce the senior management fee floor to \$20,000,000 as of March 31, 2009, thereby limiting reductions to the Company's borrowing base attributable to the senior management fee reserve; (ii) amends the definition of Consolidated Net Worth to increase the Company's net worth by the amount of any unrealized losses of the Company's subsidiary, Leaf Financial, Inc., attributable to interest rate hedging agreements, and (iii) reduces the Company's minimum net worth covenant to the following amounts for the following periods: September 30, 2008 through September 29, 2009 - \$140,000,000; September 30, 2009 through September 29, 2010 - \$150,000,000; September 30, 2010 through September 29, 2011 - \$160,000,000 and September 30, 2011 and at all times thereafter - \$170,000,000.

#### Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to Loan and Security Agreement dated September 30, 2008 by and among Resource America, Inc., TD Bank, N.A. (successor by merger to Commerce Bank, N.A.).

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#### SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**Resource America, Inc.**

Date: October 6, 2008

/s/ Thomas C. Elliott  
 Thomas C. Elliott  
 Senior Vice President - Finance and Operations

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#### EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to Loan and Security Agreement dated September 30, 2008 by and among Resource America, Inc., TD Bank, N.A. (successor by merger to Commerce Bank, N.A.).

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#### FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

This FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT ("Amendment"), dated September 30, 2008, is among **RESOURCE AMERICA, INC.**, a Delaware corporation ("Borrower"), **TD BANK, N.A.** (successor by merger to Commerce Bank, N.A.), a national banking association, in its capacity as agent ("Agent"), **TD BANK, N.A.** (successor by merger to Commerce Bank, N.A.), a national banking association, in its capacity as issuing bank ("Issuing Bank") and each of the financial institutions which are now or hereafter identified as Lenders on Schedule A (as such Schedule may be amended, modified or replaced from time to time)

attached to the Loan Agreement (as defined below) (each such financial institution, individually each being a “Lender” and collectively all being “Lenders”).

## BACKGROUND

A. Pursuant to the terms of a certain Loan and Security Agreement dated May 24, 2007 among Borrower, Agent and Lenders (as the same has been or may be supplemented, restated, superseded, amended or replaced from time to time, the “Loan Agreement”), Lenders made available to Borrower, inter alia, a revolving line of credit not to exceed Seventy Five Million Dollars (\$75,000,000) (the “Loans”). All capitalized terms used herein without further definition shall have the respective meaning set forth in the Loan Agreement and all other Loan Documents.

B. The Loans are secured by, inter alia, continuing perfected security interests in the Collateral.

C. Borrower has requested that Agent and Lenders modify, in certain respects, the terms of the Loan Agreement and Agent and Lenders have agreed to such modifications in accordance with and subject to the satisfaction of the conditions hereof.

NOW, THEREFORE, with the foregoing Background incorporated by reference and intending to be legally bound hereby, the parties agree as follows:

### 1. Amendments to Loan Agreement.

a. Section 1 of the Loan Agreement shall be amended by deleting the definition of Consolidated Net Worth and replacing it as follows:

Consolidated Net Worth – At any time, the amount by which all of Borrower’s consolidated assets plus Subordinated Debt plus unrealized losses of Leaf attributable to interest rate Hedging Agreements exceed all of Borrower’s Consolidated Total Liabilities, all as would be shown on Borrower’s consolidated balance sheet prepared in accordance with GAAP.

b. Section 1 of the Loan Agreement shall be amended by adding a new definition of Senior Management Fee Floor as follows:

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Senior Management Fee Floor – From September 30, 2008 through March 30, 2009, Forty Million Dollars (\$40,000,000), and on March 31, 2009 and each month end thereafter, Twenty Million Dollars (\$20,000,000).

c. Section 1 of the Loan Agreement shall be amended by deleting the definition of Senior Management Fee Reserve and replacing it as follows:

Senior Management Fee Reserve – An amount (if any) equal to seventy five percent (75%) of the amount by which the Senior Management Fee Floor exceeds the net present value of all Senior Management Fees as determined by reference to the Senior Management Fee Certificate. Any applicable Senior Management Fee Reserve shall be in effect from the Business Day immediately following the day on which Agent receives a Senior Management Fee Certificate and shall remain in effect until eliminated or adjusted based on Borrower’s delivery of a subsequent Senior Management Fee Certificate.

d. Section 6.8 of the Loan Agreement shall be amended by deleting subsection (a) and replacing it as follows:

(a) Consolidated Net Worth - Borrower shall maintain at all times Consolidated Net Worth, to be tested quarterly at the end of each fiscal quarter, of not less than the following amounts for the following periods:

2009	September	30,	2008	through	September	29,
			\$140,000,000			
2010	September	30,	2009	through	September	29,
			\$150,000,000			

2011 September 30, 2010 through September 29,  
 \$160,000,000  
 thereafter September 30, 2011 and at all times  
 \$170,000,000

2. Representations and Warranties. Borrower warrants and represents to Agent and Lenders that:

a. Prior Representations. Borrower, by its execution of this Amendment, reconfirms all warranties and representations made to Lenders under the Loan Agreement and the other Loan Documents and restates such warranties and representations as of the date hereof, all of which shall be deemed continuing until all of the obligations due to Secured Parties are indefeasibly paid and satisfied in full.

b. Authorization. The execution and delivery by Borrower of this Amendment and the performance by Borrower of the transactions herein contemplated (i) are and will be within its powers, (ii) have been duly authorized by all necessary action on behalf of Borrower and (iii) are not and will not be in contravention of any order of court or other agency of government, of law or of any indenture, agreement or undertaking to which Borrower is a party or by which the property of Borrower is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking, or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of the Borrower.

c. Valid, Binding and Enforceable. This Amendment and any assignment or other instrument, document or agreement executed and delivered in connection herewith, will be valid, binding and enforceable in accordance with their respective terms.

d. No Default. No Default or Event of Default exists.

3. Ratification of Loan Documents. This Amendment is hereby incorporated into and made a part of the Loan Agreement and all other Loan Documents respectively, the terms and provisions of which, except to the extent modified by this Amendment are each ratified and confirmed and continue unchanged in full force and effect. Any reference to the Loan Agreement and all other Loan Documents respectively in this or any other instrument, document or agreement related thereto or executed in connection therewith shall mean the Loan Agreement and all other Loan Documents respectively as amended by this Amendment. As security for the payment of the Obligations, and satisfaction by Borrower of all covenants and undertakings contained in the Loan Agreement, Borrower hereby confirms its prior grant to Agent, for the ratable benefit of Secured Parties, of a continuing first lien on and security interest in, upon and to all of Borrower's now owned or hereafter acquired, created or arising Collateral as described in Section 3 of the Loan Agreement.

4. Confirmation of Indebtedness. Borrower confirms and acknowledges that as of the close of business on September 30, 2008, it is indebted to Agent and Lenders under the Loan Documents in the aggregate principal amount of \$43,600,000 without any deduction, defense, setoff, claim or counterclaim of any nature as of the date of this Amendment, plus all fees, costs and Expenses incurred to date in connection with the Loan Documents.

5. Confirmation of Subsidiary Guarantors. By its signature below, each Subsidiary Guarantor hereby consents to and acknowledges the terms and conditions of this Amendment and agrees that its Surety and Guaranty Agreement dated May 24, 2007 is ratified and confirmed and shall continue in full force and effect and shall continue to cover all obligations of Borrower outstanding from time to time under the Loan Agreement as amended hereby.

6. Effectiveness Conditions. This Amendment shall become effective upon the satisfaction of the following conditions:

a. Execution and delivery of this Amendment by the parties hereto;

b. Payment by Borrower of all of Agent's Expenses;

c. Payment by Borrower to Agent (for the benefit of Lenders) of a non-refundable amendment fee of \$55,000, of which \$18,333 is for the account of U.S. Bank, National Association and \$36,667 is for the account of TD Bank, N.A., and

d. Such other items as Agent may reasonably require.

7. Governing Law. THIS AMENDMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE PROVISIONS OF THIS AMENDMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

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8. Modification. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Borrower and Agent or Lenders, as required under the Loan Agreement.

9. Duplicate Originals: Two or more duplicate originals of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

10. Waiver of Jury Trial: BORROWER, AGENT AND EACH LENDER EACH HEREBY WAIVE ANY AND ALL RIGHTS EACH MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

*[Signature Pages to Follow]*

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

**BORROWER:**  
**RESOURCE AMERICA, INC.**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: Senior Vice President - Finance & Operations

**AGENT:**  
**TD BANK, N.A.** (successor by merger to Commerce Bank, N.A.)

By:  
Name:  
Title:

**LENDERS:**

**TD BANK, N.A.** (successor by merger to Commerce Bank, N.A.), as Lender

By:  
Name:  
Title:

**U.S. Bank, National Association, as Lender**

By:  
Name:  
Title:

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**AGREED TO AND ACCEPTED:**

**SURETIES:**

**APIDOS CAPITAL MANAGEMENT, LLC**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: Vice President & CFO

**CHESTERFIELD MORTGAGE INVESTORS, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**COREDO CAPITAL MANAGEMENT, LLC**

By: /s/ Jeffrey Blomstrom  
Name: Jeffrey Blomstrom  
Title: President

**ISCHUS CAPITAL MANAGEMENT, LLC**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: CFO

**RAI VENTURES, INC.**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: SVP

**RCP FINANCIAL, LLC**

By: /s/ Alan F. Feldman  
 Name: Alan F. Feldman  
 Title: President

**RESOURCE CREDIT MANAGEMENT, LLC**

By: /s/ Thomas C. Elliott  
 Name: Thomas C. Elliott  
 Title: SVP

**RESOURCE CAPITAL MANAGER, INC.**

By: /s/ Thomas C. Elliott  
 Name: Thomas C. Elliott  
 Title: SVP

**RESOURCE CAPITAL INVESTOR, INC.**

By: /s/ Thomas C. Elliott  
 Name: Thomas C. Elliott  
 Title: SVP

**RESOURCE CAPITAL PARTNERS, INC.**

By: /s/ Alan F. Feldman  
 Name: Alan F. Feldman  
 Title: SVP

**RESOURCE CREDIT PARTNERS GP, INC.**

By: /s/ Thomas C. Elliott  
 Name: Thomas C. Elliott  
 Title: CFO

**RESOURCE FINANCIAL INSTITUTIONS GROUP, INC.**

By: /s/ Thomas C. Elliott  
 Name: Thomas C. Elliott  
 Title: EVP

**RESOURCE FINANCIAL FUND MANAGEMENT, INC.**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: SVP and CFO

**RESOURCE HOUSING INVESTORS I, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE HOUSING INVESTORS II, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE HOUSING INVESTORS III, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE HOUSING INVESTORS IV, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

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**RESOURCE LEASING, INC.**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: Treasurer

**RESOURCE PROGRAMS, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES VIII, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President



**RESOURCE PROPERTIES XIV, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XVII, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XXIV, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

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**RESOURCE PROPERTIES XXV, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XXVI, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XXX, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XXXI, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XXXIII, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XL, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

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**RESOURCE PROPERTIES XLI, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XLIX, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES 54, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE PROPERTIES XLVII, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE REAL ESTATE, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE REAL ESTATE FUNDING, INC.**

By: /s/ Thomas C. Elliott  
Name: Thomas C. Elliott  
Title: Treasurer

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**RESOURCE REAL ESTATE HOLDINGS, INC.**

By: /s/ Alan F. Feldman

Name: Alan F. Feldman  
Title: President

**RESOURCE RITTENHOUSE, INC.**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RESOURCE REAL ESTATE MANAGEMENT, LLC**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RRE1 DURALEIGH MEMBER, LLC**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

**RRE2 DURALEIGH MEMBER, LLC**

By: /s/ Alan F. Feldman  
Name: Alan F. Feldman  
Title: President

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