

LAW OFFICES

MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

30 WEST PATRICK STREET
FREDERICK, MD 21701-6903

22 WEST JEFFERSON STREET
ROCKVILLE, MD 20850-4286

600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

April 3, 1996

19959-A

APR 4 1996 10 20 AM

via FEDERAL EXPRESS

Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort
Recordation

Re: Our File No.: 258-1631

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are ~~one~~ original and one notarized copy of the following document:

Security Agreement Equipment Modification Agreement dated April 2, 1996 by and between ITG, Inc. (106 N. Main, Victoria, Texas 77902) and The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the Security Agreement (Equipment) dated March 5, 1996 by and between ITG, Inc. and The First National Bank of Maryland which was recorded with the Surface Transportation Board on March 6, 1996 at 10:55 a.m., under Recordation No. 19959.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, a Professional Corporation, 10 Light Street, 8th Floor, Baltimore, Maryland 21202.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,



Michele E. Sperato,
Secretary to John A. Stalfort

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

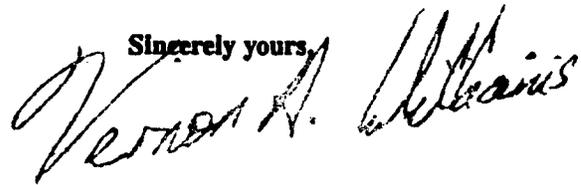
4/4/96

John A. Stalfort, Esq.
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, MD., 21202

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 4/4/96 at 10:20AM, and assigned recordation number(s). 20005, 20006, 20007, 19959-A, 19960-B and 19960-C.

Sincerely yours,

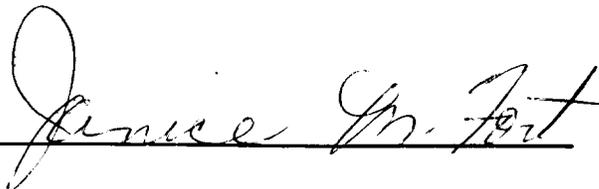


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

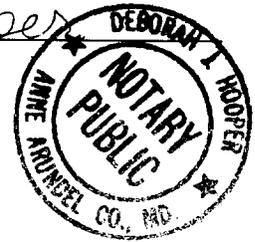


STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Security Agreement Equipment Modification Agreement is a true and complete copy of said Security Agreement Equipment Modification Agreement.

WITNESS my hand and seal this 3rd day of April, 1996.

Deborah J. Hooper
Notary Public



My Commission Expires: 7/27/98

19959 A

APR 4 - 1996 - 10 20 AM

SECURITY AGREEMENT EQUIPMENT MODIFICATION AGREEMENT

THIS SECURITY AGREEMENT EQUIPMENT MODIFICATION AGREEMENT (this "Agreement") is made as of this 2nd day of April, 1996, by and between ITG, INC., a Texas corporation (the "Borrower") and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Lender"), witnesseth:

Recitals

A. The Lender made a loan to the Borrower in the principal amount of up to ("Financial Accommodations") pursuant to the terms and conditions of a Loan Agreement dated March 5, 1996 (the "Loan Agreement"), by and between the Borrower and the Lender and as evidenced by a Term Business Purpose Promissory Note dated March 5, 1996, from the Borrower payable to the Lender in the principal amount of the Financial Accommodations (the "Note").

B. The obligations of the Borrower under the Note and the Loan Agreement are secured pursuant to, among other things, the Security Agreement Equipment dated March 5, 1996 (the "Security Agreement") between the Borrower and the Lender.

C. The Borrower and the Lender desire to amend certain provisions of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.

2. The Security Agreement is hereby amended as follows: Delete the second paragraph on Rider 01 to the Security Agreement.

3. The term "this Agreement" as used in the Security Agreement shall mean the Security Agreement as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. The Borrower will execute such confirmatory instruments with respect to the Security Agreement as the Lender may require.

5. The Borrower ratifies and confirms all of its liabilities and obligations under the Security Agreement and agrees that, except as expressly modified in this Agreement, the Security Agreement continues in full force and effect as if set forth specifically herein. The Borrower and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Security Agreement or the Note and

shall not constitute a novation as to the obligations of the Borrower under the Security Agreement or the Note.

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

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

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

ATTEST:

ITG, INC.

James F. [unclear]

By: *[Signature]* (SEAL)

WITNESS:

THE FIRST NATIONAL BANK
OF MARYLAND

[Signature]

By: *[Signature]* (SEAL)

B:FN163109.AGT/ITG(6)/Disk1/cmr